

EXHIBIT 1

FILED
Superior Court of California
County of Los Angeles

MAY 12 2025

David W. Slayton, Executive Officer/Clerk of Court
By: G. Robinson, Deputy

MATTHEW R. WALSH
19197 GOLDEN VALLEY RD #333
SANTA CLARITA, CA 91387
(661) 644-0012

Plaintiff In Pro Per,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

MATTHEW R. WALSH
~~19197 GOLDEN VALLEY RD #333~~
~~SANTA CLARITA, CA 91387~~ *MW*

Plaintiff In Pro Per,

vs.

ROKOKO ELECTRONICS
(AND DOES 1 THROUGH 50, INCLUSIVE)
~~31416 AGOURA RD STE 118~~
~~WESTLAKE VILLAGE, CA~~ *MW*
~~91361~~

Defendant

Case No.: **25STCV13828**

COMPLAINT FOR DAMAGES

(Tortious Interference, Fraud, Intellectual
Property Theft, Breach of Warranty, and
Related Claims)

VENUE AND JURISDICTION

Plaintiff brings the matter before this Court, as Plaintiff can demonstrate
Defendant has sufficient Nexus in Los Angeles, California to establish venue and jurisdiction
within this Court.

Defendant is a:

COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY
THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 1

05/12/2025
05/12/2025

1. Multi-national corporation with an \$80M valuation (Exhibit 97, 98) and offices in Denmark, Greece and the U.S. registered as a domestic corporation and doing extensive business in California in the entertainment industry.
2. California Corporation with an advertised principal office in San Francisco: 166 Geary St, 15th Fl. #63, San Francisco, CA 94108. Service upon any address such as PO box, UPS store, virtual office is permissible under California Code of Civil Procedure § 415.20.
3. California Corporation ("Reg No. 3890148") with a principal address of 498 ALABAMA STREET, SAN FRANCISCO, CA 94110. Once a foreign entity establishes themselves as a domestic corporation they voluntarily submit to the jurisdiction of that state (in this case, California) and are no longer protected from service under the Hauge convention.
4. California Corporation with a California bank account at Silicon Valley Bank, 3003 Tasman Drive, Santa Clara, CA 95054, ABA: 12**40***, Account: 3*0*3*3***, SWIFT: SVBKUS6S
5. California Corporation with a registered agent located at CORPNET INCORPORATED, 31416 AGOURA RD STE 118, WESTLAKE VILLAGE, CA 91361 which is located within Los Angeles County.

COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 2

05/12/2025

6. California Corporation which recognizes and charges sales tax within the Los Angeles County area.

7. California Corporation with significant business ties to Los Angeles:

8. Plaintiff is Los Angeles-based and is a customer of Defendant.

9. Defendant's operational servers (public and private) are all US/California based making California their operational and foundational nexus:

- a. ping.rokoko.com [18.65.3.76] amazon San Francisco
- b. cdn-studio.rokoko.com [3.169.252.38] amazon San Fran.
- c. fw-api.rokoko.com [13.226.225.121] amazon San Francisco
- d. rmp-gql-public.rokoko.com 3.167.192.77] amazon San Francisco
- e. id.rokoko.com [13.52.115.166] amazon San Francisco
- f. rokoko-id-new.netlify.app 54.215.62.21] amazon San Francisco
- g. rmp-team-gql.rokoko.com [3.167.212.100] amazon San Fran.
- h. cdn-scene.rokoko.com [18.164.174.97] amazon L.A.

Additionally:

1. Any and all Contracts and Agreements between Plaintiff and Defendant were and are executed and accepted and consideration provided from within Los Angeles California.
2. Plaintiff's damages/injury occurred in Los Angeles for a product Defendant sold to Plaintiff within Los Angeles.
3. Defendant was served at his principal address as filed with the Court, as well as his San Francisco mailbox on another matter (25CHSC00490) validating both addresses as fit for service.

JOINDER AND CONSOLIDATION

Plaintiff asserts that all claims, including but not limited to: investor-related claims, consumer claims, intellectual property claims, are all interconnected in conceptual, technological, financial, operational and monetary capacities. Pursuant to California Rules of Court, Rule 3.300(a), Plaintiff's claims are justified in consolidation and proper for this matter. (*Coughlin v. Rogers*, 130 F.3d 1348 (9th Cir. 1997), *Simmons v. Ware*, 213 Cal.App.4th 1035 (2013))

INTRODUCTION

Plaintiff Matthew R. Walsh is a California-based video game developer with published titles on major platforms and active partnerships with globally recognized talent. Plaintiff is at end-stage development of an ambitious video game, of which has been halted due to Defendant's actions. This action arises from a six-year relationship with Defendant Rokoko Electronics, a motion capture hardware company whose products are critical to animation and game production.

What began as a standard vendor relationship turned sour after to around 40 denied or ignored requests to remedy a simple SONG-BEVERLY turned into a filed small claims suit for no more than replacement hardware or parts (Case No. 25CHSC00490). Plaintiff consented to ODR where Defendant there too refused to participate. Defendant requested mediation, Plaintiff accepted and attempted at least 5 times to settle the matter. Defendant ignored all of them. Plaintiff requested proof of inventory and operations to settle, Defendant half-agreed and then disappeared letting the 48-hour timer expire on the offer. Settlement talks ended.

Plaintiff followed through with his weeks-long promise to bring a civil case for damages, undeterred, Defendant ignored that as well. Plaintiff began his civil suit and through Defendant's own materials, revealed a broader scheme—an international enterprise allegedly built on deception, fraud, and the unauthorized commercialization of user-created intellectual property. At its core: a "burn-and-pay" venture capital model

COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 5

1 that cyclically seeks yearly multi-million dollar influxes by openly misappropriating
2 creative work.

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4
5 Defendant allegedly operates a single enterprise with two distinct roles:

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7 **(a) The Left Hand:**

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- Sells motion capture gear to creators who produce proprietary animation.
 - Actively avoids and declines warranty, refunds, replacements or repairs.
 - Simultaneously harvests that proprietary animation without consent:
 - Strips metadata to disassociate it from it's owners copyright.
 - Uses data to train AI and build derivative tools for monetization.
 - Pitches it as an asset to secure millions in investor funding.
 - Misappropriates it—including to a Parallel Company under common control and to third parties.
 - Maintains a valuation of \$80M despite a frustrated customer base and a sinking reputation due to poor equipment quality, lack of support and service.

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1 This Complaint seeks damages for direct harm, protection of Plaintiff's
2 copyrighted work, and judicial recognition of systemic misconduct harming creators,
3 investors, and platforms alike.
4

5
6 Notably, Defendant's board includes the former VP of Unity and the current Head
7 of Roblox Studios—raising serious concerns about the downstream use of improperly
8 acquired data. Defendant's own materials confirm a pipeline between user-generated
9 content and enterprise commercialization. Defendant has accepted and welcomed these
10 members and other members of the board as being involved in this matter
11 forthcoming. *"You have involved our Board of Directors and they are now also briefed on*
12 *the case and fully behind us, whichever route we choose to take. We are ready to go to*
13 *trial, if needed."*
14
15

16
17 Plaintiff reserves the right to amend this Complaint as discovery reveals
18 additional facts, parties, and harms.
19

20 **GENERAL ALLEGATIONS**
21

22
23 (1) Defendant is an international corporation which designs, manufactures and
24 sells motion capture systems for (but not limited to) video game studio, animation
25 studios, movie studios, etc.
26

1 (2) Plaintiff is a video game developer with title(s) under licensing by
2 Nintendo® in about 42 different countries and pending deals with Sony® and Nintendo®
3 and Valve®. Plaintiff's video game is contractually bound with numerous celebrities:
4 world famous musicians, world famous actors as well as a plethora of lesser-known
5 actors who rely on this production for income and professional growth in the industry.
6

7
8 (3) Plaintiff sued Defendant in this Court hoping for some attempts at
9 settlement or resolution, however, Defendant ignored every attempt and as Plaintiff
10 warned Defendant for months that a civil case for damages would follow if resolution
11 was not reached, it has now been filed.
12

13
14 (4) Due to Defendant's illogical refusal to resolve the matter over nearly 8
15 months, even with no cost to them, Plaintiff began researching into why they would
16 spend money on a lawyer one month before Court instead of just replacing Defendant's
17 hardware they destroyed.
18

19
20 (5) Plaintiff uncovered alleged systemic widespread legal violations including
21 but not limited to fraud and deception of consumers and investors alike with readily-
22 available, public evidence that is textbook express admission against interest.
23

24
25 (6) Plaintiff uncovered Defendants alleged fraudulent enterprise. Along with a
26 high degree of attractive marketing, it produces and sells shoddy motion capture
27

28 hardware to creators with nearly no support, fraudulent and unconscionable warranty
COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY
THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 8

05/12/2025

1 terms and no path to repair, then misappropriates and infringes upon that intellectual
2 property without authorization; strips the metadata from the copyrighted works, and
3 misappropriates it by selling it to third-parties, allegedly Fortune 500 companies and also
4 one of which is a Parallel Company which is just Defendant's company rebranded.
5

6
7 (7) Defendant's seemingly true business model is misleading investors and
8 consumers to make well beyond \$100M, not producing any substantive product as a core
9 business model.
10

11
12 (8) To attract investors: Defendant openly admits to misappropriating and
13 infringing upon intellectual property from creators, erasing their copyright metadata, and
14 monetizing it for companies looking to train artificial intelligence without any knowledge
15 or authorization or opt-out measures by consumers.
16

17
18 (9) Defendant's enterprise, including the Parallel Company seems to be a
19 dual-book operation. Defendant receives massive VC investments (2025's round is
20 \$25M) to both Defendant and their Parallel Company at the same time.
21

22
23 (10) Consumers as well as investors of both investment vehicles are lured by
24 materially false statements such as a "global-presence", "100 employees", "teams of
25 employees in [various world cities]" and a market share that does not reflect reality.
26 Defendant knew at all times those statements are provably and unequivocally false.
27

28 Defendant admits to all of these actions in their own terms of service and investor decks,
COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY
THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 9

05/12/2025

1 while consumers are left hurting from spending high-dollar amounts on hardware that
2 breaks with no path to repair, replace or refund; or hardware they simply never receive –
3 because Defendant does not have hardware to sell.
4

5
6 (11) When requested during ODR for Defendant to prove they have hardware
7 inventory by video, they responded *“I would be happy to show you our inventory and a*
8 *product, but we use a third party logistics provider for warehousing and logistics*
9 *services, so we do not have finished goods at our offices.”*, which is demonstrably false
10 using UPS shipment labels back and forth between the Parties, all coming from that
11 specific office location and all provided by Defendant.
12

13
14 (12) Despite purchasing high-dollar amount equipment that Defendant claims
15 “ships in a week”, consumers are left for months or years – without their equipment, their
16 money returned or even communication by Defendant; all while Defendant makes
17 \$100M+ just in VC investment alone on top of non-performant sales.
18

19
20 (13) Plaintiff is one of those consumers: lured by false advertising, a false
21 brand image, a false market share and false statements, sold hardware that Defendant
22 destroyed and refused to repair, replace or refund even during support windows.
23 Unfortunately, Plaintiff trusted Defendant’s presence and claims and in the end, had his
24 video game production materially halted and delayed due to Defendant’s failure to
25 perform. Plaintiff is seeking damages for future losses.
26
27

1 (14) On or about May 6th, 2025, Plaintiff alleges Defendant spoliated key
2 evidence from this case. Proof and evidence of the spoliation is present in the thirteenth
3 cause of action "FRAUDULENT CONCEALMENT".
4

5
6 (15) On or about May 7th, 2025, Plaintiff made a express admission against
7 interest that they (a) know Plaintiff cannot work without their equipment and (b) are
8 withholding Plaintiff's right to replacement of that equipment under SONG-BEVERLY
9 unless Plaintiff drop all causes of action against them (see: first cause of action)
10
11
12
13

14 **FIRST CAUSE OF ACTION:**

15 **TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC**
16
17 **ADVANTAGE**
18

19 1. **COMMERCIALIZATION IS IMMINENT, DEFENDANTS ACTIONS**
20 **HALT COMMERCIAL MOMENTUM.**
21

22 The commercialization and monetization of Plaintiff's video game is not
23 circumstantial, it is factually imminent, as Plaintiff is a video game developer
24 with title(s) already released on major video game platforms (Exhibit 139).
25
26
27

1 2. Nintendo has sent notices of the missed deadlines due to Defendant's delays
2 (Exhibit 28).

3
4
5 3. Plaintiff's video game is of high quality, a very large scale and ambitious
6 production and is trademarked (Exhibit 140) and functionally complete aside
7 from cinematic and gameplay animations and unfinished voice acting which
8 first relies on animation to be completed for audio/movement synchronization.

9
10
11 4. Video games require animations, Plaintiff cannot complete the animations
12 without Defendant's equipment being operational. They have refused to
13 comply with Song-Beverly for about 14 months at the time of filing, leaving
14 Plaintiff's production halted and causing lost momentum, economic harm and
15 loss of strategic positioning in terms of release dates to avoid competitors
16 release date conflicts.

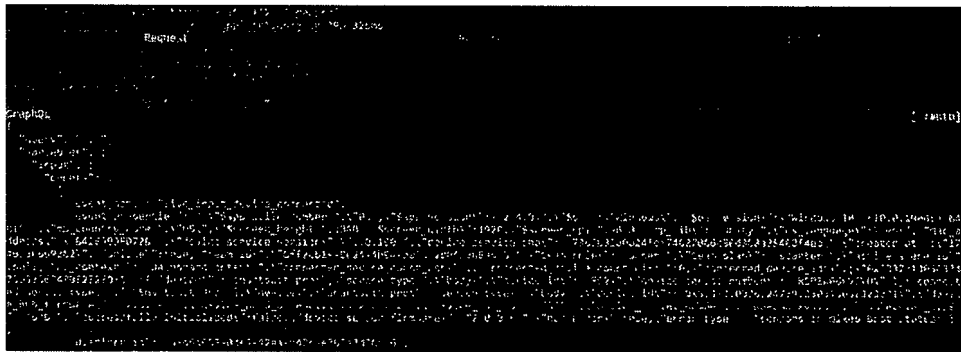
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18
19 5. **DEFENDANT DEFINITELY KNOWN OF ECONOMIC HARM**

20 Plaintiff alleges that Defendant knew at all times that Plaintiff was producing
21 a video game and asserts Defendant even offered a discount on hardware in
22 exchange for social media posts on various channels of Plaintiff's. Plaintiff
23 complied numerous (Exhibit 131) in a way that was unavoidable to
24 Defendant's knowledge.
25
26
27

6. Plaintiff alleges that Defendant was aware of Plaintiff's video game, it's professional productions (Exhibits 106 - 131), it's economic prospects and that it has valid contracts between notable actors, notable musicians, and that the video game in question has been assigned SKU's by Nintendo® (SKU: **HAC-P-BCV4A**) and by Sony® (SKU: **CUSA34165_00**) for licensing.

7. **WILLFULL CAUSATION OF DIRECT HARM**

Plaintiff alleges that Defendant defrauded him and countless other consumers out of parts, repair, replacement, support and in-warranty repairs. Purposely misdirecting Plaintiff away from a resolution using false diagnostics. Plaintiff asserts Defendant at all times secretly and instantly received exact causes of failures (Exhibit 57) and lied twice (Exhibit 175, 176) to avoid repairs.



"successfully_initialized":false

"device_sensor_firmware":"2.0.0.-r"

"has_error":true

"error_type":"sensors_in_mixed_boot_states"

1 8. **DEFENDANT KNOWINGLY CONTINUED TO HARM PLAINTIFF**

2 **POST-LITIGATION**

3 On or about May 5th, 2025, Plaintiff made about his 41st and final demand for
4 replacement hardware with a time limit for remedy (Exhibit 167) as a
5 response, Defendant made a express admission against interest in which he
6 openly admits knowing Plaintiff cannot continue his economic pursuits, and is
7 using that as a coercive lever, a sword and a shield.
8

9
10 9. On or about May 7th, 2025, Defendant responded (Exhibit 168) and stated :

11
12
13 *“However, sending you motion capture equipment without having closed the*
14 *entire case is not an acceptable solution for us, if more claims and actions*
15 *from your side will continue.”*
16

17
18 *“We will therefore offer to send you what you have listed below on the*
19 *condition that this closes the case immediately.”*
20

21 *“we are willing to go further and help you get quickly back to your projects”*
22

23
24 *“That will allow both you and us to go back to work, which ultimately should*
25 *be the goal.”*
26

1 Plaintiff responded appropriately (Exhibit 169, 170).

2
3 **10. UNRECOVERABLE DAMAGES SUSTAINED BY PLAINTIFF**

4 Plaintiff alleges that his video game production has experienced
5 unrecoverable damages due to Defendant's willful violations of the SONG-
6 BEVERLY Act and reckless indifference to foreseeable harm, and as such,
7 Plaintiff's video game production has materially stopped progressing towards
8 release. *"Even lawful conduct becomes unlawful if the motive is improper —*
9 *i.e., reckless indifference to foreseeable harm."* (*Pacific Gas & Electric Co. v.*
10 *Bear Stearns & Co.* (50 Cal.3d 1118))
11
12

13
14 **11. Plaintiff asserts that the video game production being unable to complete**
15 **cascades into additionally linked economic potential such as:**
16

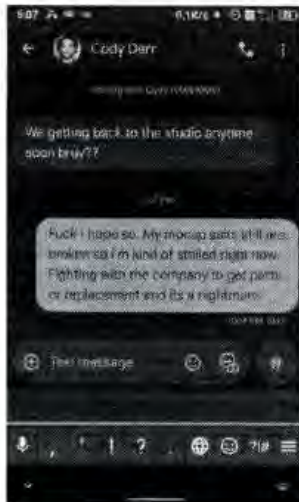
- 17
18 a) Plaintiff has been in early-stage discussions with a production partner
19 regarding adaptation of his IP into a multi-episode streaming series
20 (Exhibit 124) intended for platforms such as Amazon or Hulu. These
21 deals are largely predicated on a coordinated dual-asset release, which
22 has been delayed and materially disrupted due to the production halt
23 caused by Defendant's actions.
24
25
26

b) Plaintiff has merchandise deals (Exhibit 122, 125), in which customers have already provided payment or orders.

c) Plaintiff scheduled the release of books (Exhibit 125), of which orders have already been received.

12. Plaintiff asserts this game is a financial and professional provider to *many* people; of which some contracted specifically for the central goal of this production succeeding. Well known involvements include Ron Wasserman, Alexis Mincolla, Dino Cazares, Fear Factory, among many others.

Participants, cast, crew, actors and artists alike have been dually harmed:



13. **MEASURABLE LOSS OF COMMERCIAL MOMENTUM AND HALTED PRODUCTION STATES**

1 14. Similar game productions such as Plaintiff's (Indie production, AA quality,
2 game scope and size) can expect \$9M - \$18M for moderate success, \$30M+
3 in success.
4

5
6 15. Plaintiff's economic prospects are not unfounded and are not unrealistic,
7 especially given the scope, quality (Exhibits 119 – 121), size, story (Exhibit
8 112), famous and well known cast and crew (Exhibit 115), licensing
9 agreements with Nintendo® and Sony® and pending Microsoft® on multiple
10 platforms.
11

12
13 16. Plaintiff asserts that every day his production sits idle, with the story,
14 graphics, characters, concepts, mechanics, gameplay foundation and other
15 intellectual property visible for the world to see; is another day that Plaintiff
16 may have competing products and competing studios vying to copy his
17 creations and innovations.
18

19
20 17. Plaintiff asserts that every day his production sits idle, after having had a live
21 premiere event (Exhibit 105) and after having media coverage by IGN
22 (Exhibit 106); that the public gains growing distrust over Plaintiff's ability
23 and capacity to release a title such as this.
24

25
26 18. **DEFENDANT HAD DOZENS OF CHANCES TO MITIGATE**

27 **DAMAGES, PLAINTIFF HAD NONE**

28 COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY
THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 17
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1 Plaintiff alleges that if Defendant had made parts available, repaired or
2 replaced the hardware as the law requires, Plaintiff would have minimized the
3 delays to his production, which had already been announced to the public, had
4 held a live premiere event (Exhibit 105) and even received media coverage
5 including but not limited to free promotion by arguably the largest game news
6 network in the world, IGN (Exhibit 106),
7

8
9 19. Plaintiff could not at any one time simply just rent new equipment and
10 continue with production, as if it was an automobile. The equipment
11 Defendant provides is highly specialized, requires extraneous setup and
12 requires a steep learning curve by multiple crew members post production,
13 animators, game developers and more. Plaintiff would essentially be required
14 to re-tool, re-educate and re-learn the core of his business and production
15 functions; which no reasonable person would do especially given the
16 reputation, capacity and quality that Defendant presents in their
17 advertisements and purported operational standing.
18
19
20

21 20. Plaintiff alleges that if Defendant had simply performed their duties under the
22 SONG-BEVERLY Act, they would have mitigated their damages and
23 Plaintiff's.
24
25

26 21. Plaintiff asserts common causation between Defendant's failures and
27

28 Plaintiff's losses is undeniably established given basic facts and logic.

SECOND CAUSE OF ACTION:
VIOLATIONS OF SONG-BEVERLY ACT

22. PLAINTIFF IS A PROTECTED CONSUMER UNDER SONG-
BEVERLY

Plaintiff is a protected consumer under CIV § 1798.140(i) which states
*“‘Consumer’ means a natural person who is a California resident, as
defined in Section 17014 of Title 18 of the California Code of Regulations, as
that section read on September 1, 2017, however identified, including by any
unique identifier.”*

23. REFUSES PARTS AND REPAIR, REPLACE OR REFUND

Defendant is a customer of Plaintiffs, having trusted the advertising, global
presence and false advertising, however, the experience has been less than
savory and has caused material harm to Plaintiff while simultaneously
violating the SONG-BEVERLY Act.

- a) On or about September 2020, Plaintiff was enticed by Defendant to
move to their platform and offered a discount to do so in exchange for

1 social media promotion and spent around \$6,000 initially.

2
3 b) The first suit was faulty and needed replacement on arrival.

4
5
6 c) Finally in January 2021 Defendant shipped the gloves making the
7 unit(s) functional.

8
9 d) The gloves began disintegrating after only a few uses (Exhibit 133)

10
11
12 e) Less than 1 year after Plaintiff purchased his suit, Defendant began
13 selling it's successor unannounced and unbeknownst to Plaintiff who
14 would have waited.

15
16
17 f) Plaintiff experienced near constant problem(s) with the equipment and
18 was contact with Defendant fairly often.

19
20 g) Defendant released their new software "Rokoko Studio" plaintiff
21 began using that platform.

22
23
24 h) On or about March 2023, Defendant released a firmware update
25 through the new software which was mandatory. That update
26 destroyed Plaintiff's suits by causing the sensors to be programmed
27 with faulty code. Plaintiff would later come to learn it was likely

1 intentional (Exhibit 47) as Defendant knowingly released a firmware
2 update (version 7.2.3.0-94) which the developers specifically noted:
3 *"This breaks compatibility with older hub + glove FWs"*
4

- 5
6 i) Technical logs showed clearly that the sensors were throwing
7 individual error codes (Exhibit 94) and the logs showed the hub had
8 been poisoned with firmware that caused communication failures:
9

10 [27/3/2023 22:26:10.830095] INFO: Checking hub version...

11 [27/3/2023 22:26:10.847530] INFO: HUB version 2.0.0 or higher!!

12 [27/3/2023 22:26:15.546706] WARNING:

13 rkk_usb_cdc_interface::read_port(): Warning! Length mismatch 784
14 = 1250
15
16

- 17
18 j) Plaintiff reached out to Defendant for assistance who after multiple
19 delays, finally instructed Plaintiff to purchase "wires" from them to
20 repair the suit. Plaintiff did so, the problem was not solved. Plaintiff
21 would come to learn, Defendant at all times knew the sensors were the
22 problem, as their software secretly transmitted that exact diagnosis to
23 them without Plaintiff knowing (Exhibit 57).
24

- 25
26 k) On or about September 27th, 2024, Plaintiff told Defendant they would
27 not support his equipment even though the support period had 3 days
28

1 left on it. (Exhibit 128, 129), a clear violation of SONG-BEVERLY
2 which requires repair, replace or refund.

3
4
5 l) On or about November 21st, 2024, Plaintiff asked for parts since
6 Defendant refused to repair. Defendant said they do not produce or
7 stock parts (Exhibit 127) which is a clear violation of SONG-
8 BEVERLY which requires parts to be “made available” for 7 years
9 from last manufacture date of a **product or type**.

10
11
12 m) Defendant removed support for the Smartsuit 1 in Rokoko Studio.
13 Now, Plaintiff’s suit is updated to a firmware incompatible with the
14 legacy software, and will no longer work in the new software,
15 rendering Plaintiff’s purchase entirely useless.

16
17
18 n) Plaintiff attempted to purchase parts multiple times., Defendant
19 refused every time and instead multiple times simply offered a
20 discount to purchase all new equipment so they could continue
21 profiting off failed hardware they caused.

22
23
24 o) Eventually Defendant, after facing potential legal consequences,
25 attempted to offer used parts from a defunct suit, however, those parts
26 never materialized.

1 p) Plaintiff attempted endless resolution with Defendant, even with their
2 COO who also promised resolution but missed about 6 deadlines, each
3 one with promised legal escalation. Defendant failed every possible
4 attempt at resolution, each one a violation of the SONG-BEVERLY
5 Act which requires parts to be made available, repair, replace or
6 refund. Defendant denied all of those, even under notification of the
7 law (Exhibit 135, 136).
8
9

10
11 **24. ILLEGAL WARRANTY AND REFUND TERMS**

12 Defendant sells hardware products to consumers with a 1 year warranty
13 (Exhibit 61) and 30-days money back (Exhibit 63, 3), however, Defendant
14 starts the 30-day warranty on the date of purchase NOT the date of receipt
15 (Exhibit 13). (*"Warranty start dates based on sale rather than delivery violate*
16 *consumer protection statutes."* *Murillo v. Fleetwood Enterprises, Inc.* (17
17 *Cal.4th 985*))
18
19

20 **25. UNCONSCIONABLE TERMS AGAINST SONG-BEVERLY**

21 Defendant goes so far in just one paragraph to vastly act against nearly every
22 protection SONG-BEVERLY and immediately and specifically destroy the
23 warranty, unbeknownst to the purchaser, via unconscionable contract terms:
24
25
26
27

10. DISCLAIMER OF WARRANTIES

10.1 You understand and accept that your use of the services is at your sole risk and that the services and software are, to the maximum extent permitted by applicable law, provided "as is" without warranty of any kind. In particular, we, our subsidiaries, holding companies and affiliates, and their licensors, do not represent or warrant to you that: (a) your use of the services will meet your requirements, (b) your use of the services will be uninterrupted, timely, secure or free from error, (c) any information obtained by you as a result of your use of the services will be accurate or reliable, and (d) that defects in the operation or functionality of any software provided to you as part of the services will be corrected.

26. Further, Defendant even attempts to shield themselves from liability in case their actions or equipment damages itself or other equipment buyers own:

10.2 Your use of the services is at your own discretion and risk and you are solely responsible for any damage to your computer system, or other device, or loss of data that results from such use.

27. Defendant specifically and categorically denies any liability for unmerchantability or fitness of the products they sell which is an absolute violation of CA Civ. Code § 1792 which guarantees merchantability of consumer goods:

10.3 To the maximum extent permitted by applicable law, you further expressly disclaim all warranties, terms, and conditions of any kind, whether express or implied, including, but not limited to any implied warranties, terms, and conditions of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement, with respect to the services.

THIRD CAUSE OF ACTION:

FALSE ADVERTISING

CA BPC § 17500

COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 24

1 28. Plaintiff reiterates and realleges the claims brought under the causes of action
2 for “Fraudulent Misrepresentation to Investors” and “Violation of Song-
3 Beverly” as they directly contain evidentiary matter of intentional false
4 advertising; and asserts that:

5
6 *“Businesses can be held liable for deceptive conduct even if the consumer did*
7 *not rely on the misrepresentation — only that the misrepresentation was likely*
8 *to deceive.” (People v. Dollar Rent-A-Car Systems, Inc. (211 Cal.App.3d*
9 *119))*

10
11
12 29. **ADVERTISING WARRANTY, CONTRACTING IT IMMEDIATELY**
13 **INVALID**

14 Plaintiff alleges Defendant sells high-dollar products with an express
15 warranty, yet revokes it via unattached and unconscionable contract terms
16 such as stating that consumers automatically disclaim all warranties, express
17 or implied:

18
19 
20
21

22
23 30. Plaintiff alleges that Defendant further revokes all warranties, yet advertises
24 their existence and validity to consumers, and instead in unconscionable
25 contract terms states the products are sold “as-is without warranty of any
26 kind”
27

10. DISCLAIMER OF WARRANTIES

10.1 You understand and accept that your use of the services is at your sole risk and that the services and software are, to the maximum extent permitted by applicable law, provided "as is" without warranty of any kind. In particular, we, our subsidiaries, holding companies and affiliates, and their licensors, do not represent or warrant to you that: (a) your use of the services will meet your requirements; (b) your use of the services will be uninterrupted, timely, secure or free from error; (c) any information obtained by you as a result of your use of the services will be accurate or reliable; and (d) that defects in the operation or functionality of any software provided to you as part of the services will be corrected.

31. CONTRACTING OUT OF LIABILITY FOR RELIANCE ON FALSE

ADV.

Plaintiff alleges that Defendant knowingly engages in false advertising to the extreme point that Defendant admits the existence of its false advertising and even attempts to shield themselves from liability stating they are not responsible for "*any loss or damage ... incurred ... as the result of (i) any reliance ... on the completeness, accuracy or existence of any advertising*".

11.2 You expressly understand and agree that we, our subsidiaries, holding companies, representatives, and affiliates, and their licensors shall not be liable to you for any loss or damage which may be incurred by you, including loss or damage as a result of: (i) any reliance placed by you on the completeness, accuracy, or existence of any advertising, or as a result of any relationship or transaction between you and us or any developer, advertiser, or sponsor whose advertising appears in the services; or for any permanent or temporary cessation in the provision of the services; (ii) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services; (iv) your failure to provide us with accurate account information.

FOURTH CAUSE OF ACTION:

DECEPTIVE BUSINESS PRACTICES

COMPLAINT FOR DAMAGES (TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 26

32. Plaintiff reasserts and reiterates his arguments from the other causes of action in this Complaint which in themselves all constitute or have a causal link to deceptive business practices.

33. **MODIFYING TERMS ANYTIME WITHOUT MUTUAL ASSENT**

Plaintiff alleges Defendant offers a two-party contract to consumers who purchase or use their products and then changes the material terms of that contract, at will, at any time, with no mutual assent as required by Cal. Civ. Code § 1580. Consent is not mutual, unless the parties all agree upon the same thing in the same sense.

34. Plaintiff alleges Defendant clearly and openly admits to violating Cal. Civ. Code § 1580

12. AMENDMENTS

12.1 We reserve the right to amend or change our products, the content, any information, data, or other content that we post, and our services at any time without notice.

12.2 These amendments may include changes to new features, regulatory requirements, introduction of new features, or changes to our business model.

35. **MODIFYING TERMS 67 TIMES WITH ONLY ONE NOTICE**

Plaintiff acknowledges Defendant has notified consumers of changes, however, only once since Plaintiff has been a customer (since 2019) and yet the terms and conditions have changed constantly (67 times) during that time

with no notice despite only one notification (Exhibit 169) ever being provided to consumers:

Visualization of changes in the terms and conditions at www.rokoko.com/terms :



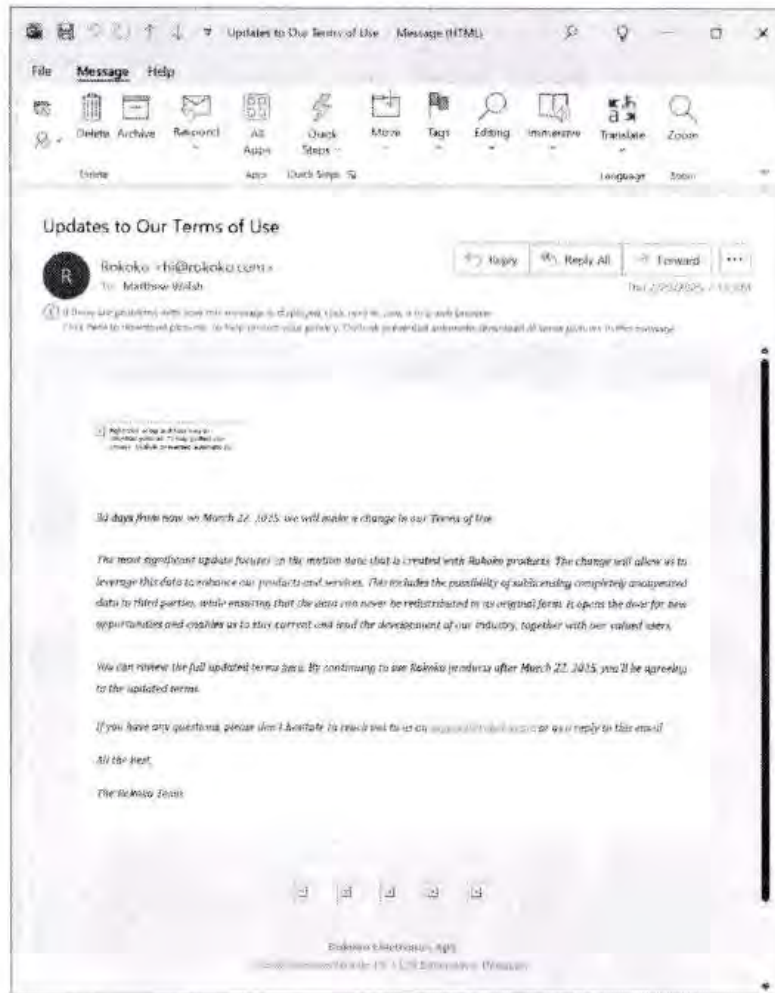
"Parties to a contract have no obligation to check the terms on a periodic basis to learn whether they have changed. A party can't unilaterally change the terms of a contract; it must obtain the other party's consent before doing so... [Posting changes on a website] in this case does not give rise to constructive notice." - (*Douglas v. Talk America, Inc.*, 495 F.3d 1062 (9th Cir. 2007))

"Notice—actual, inquiry, or constructive—is the touchstone for assent to a contract, and the resulting enforceability of changed terms in an agreement." (*Stover v. Experian Holdings, Inc.*) (*Stover v. Experian Holdings, Inc.*, 978 F.3d 1082 (9th Cir. 2020).

1
2 *"Safeway's unilateral modification of the Special Terms without notice to the*
3 *customer was ineffective." - Rodman v. Safeway Inc., No. 11-cv-03003-JST*
4 *(N.D. Cal. 2015)*
5
6

7 **36. INTENTIONAL OBFUSCATION OF UNCONSCIONABLE TERMS**

8 Defendant purposely attempted to comply with noticing requirements while
9 simultaneously obfuscating or hiding the nature of the changes by
10 summarizing the changes in very small, almost cursive font (a clear violation
11 of DMCA §1202(a)) violating CA Code Regs. Tit 10 Sec 6452 and meeting
12 the criteria of fraud by concealment.
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37. Plaintiff alleges Defendant purposely constructed this notification e-mail unreadable due to it's contents as this is the only time – ever – that Defendant has used this font in any e-mail message. This is clear deceptive marketing and is in clear violation of Cal. Code Regs. Tit. 10, § 6452 – (“Accessibility and Readability”)

38. Plaintiff asserts, this e-mail (Exhibit 169) contains a express admission against interest which openly states and proves beyond a reasonable doubt (a)

COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 30

1 Plaintiff's claims against Defendant in regards to the intellectual property,
2 contract and warranty claims are accurate and (b) That Defendant willfully
3 performed these actions and that (c) Defendant intended to deprive Plaintiff
4 and consumers of their rights under the threat of economic coercion or
5 economic distress.
6

7
8 *"Duress by economic pressure may be wrongful, and thus actionable, even if*
9 *the party exerting the pressure is pursuing a legal right."* – (Rich & Whillock,
10 *Inc. v. Ashton Development, Inc. (1984) 157 Cal.App.3d 1154, 1159:)*
11

12
13 *"If a party uses its superior bargaining power to impose oppressive terms,*
14 *courts may find unconscionability or coercion."* – (Tarquin v. MyUncleTV,
15 *Inc. (2022) 82 Cal.App.5th 209:)*
16

17
18 **39. SECRETLY RECORDING AND TRANSMITTING IP & TELEMETRY**

19 Plaintiff alleges, that the notification to the terms of service, was 2/20/2025,
20 however, Defendant had been secretly receiving user data, telemetry and
21 intellectual property without any notification or authorization since 2019 even
22 through their "Rokoko Legacy" application (Exhibits 29 – 60).
23
24
25
26
27

FIFTH CAUSE OF ACTION:

UNFAIR COMPETITION

40. Violating any law (Right to Repair Law (CA BPC 1793.03), CLRA)
automatically triggers CA BPC 17200, which prohibits any unlawful or
fraudulent business act or practice.

41. As required for CLRA, a 30-day notice was sent in or about June 2025 by
certified mail (Exhibit 37).

SIXTH CAUSE OF ACTION:

VIOLATION OF CLRA

42. CLRA requires clear, advance disclosure of material terms that affect a
purchase—especially warranties, repair rights, and data use. Burying it in an
unacknowledged web page is strict noncompliance.

43. All foregoing acts constitute unlawful, unfair, and fraudulent business
practices under Cal. Bus. & Prof. Code §17200, including but not limited to
false advertising, breach of warranty, and deceptive contractual inducement.

SEVENTH CAUSE OF ACTION:

MISAPPROPRIATION OF INTELLECTUAL PROPERTY

44. ADMISSION AGAINST INTEREST FOR LONG PLANNED IP THEFT

Plaintiff alleges Defendant manufactured, marketed and sold a product under entirely ulterior motives to consumers, but always made investors aware (Exhibits 79, 82, 82, 83):

- a) Defendant has used the name “Rokoko Care” since at least 2016 in conjunction with motion capture. (Exhibit 79)
- b) In or about 2015, Defendant used Kickstarter to fund a project called “Salto”, a motion capture system.
- c) In or about 2022, Defendant raised \$3M of capital (Exhibit 86, 87) on an investor pitch deck which specifically admits to taking intellectual property and misappropriating it to other sources such as Robotics and Automotive (Tesla, Volkswagen, Mercedes-Benz, BMW, Ford), their Parallel Company, Facebook/Meta and more. (Exhibits 83, 81)
- d) With the facts set forth in the cause of action “fraudulent misrepresentation to investors”, it is clear that dual-use intent with

premeditated parallel plans have occurred as one enterprise.

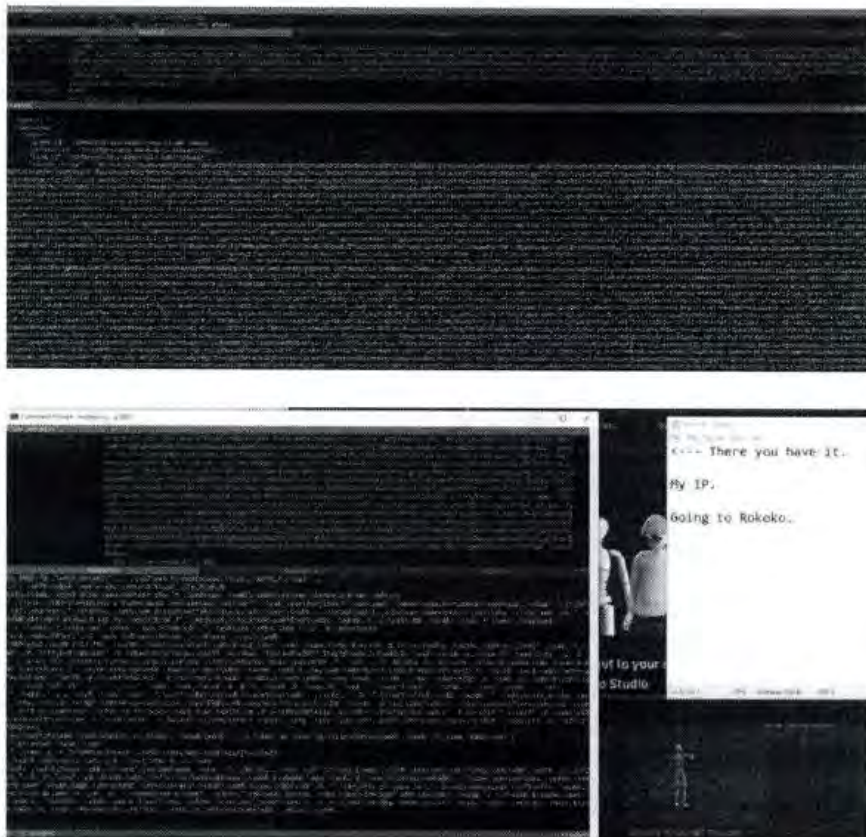
45. **NO MUTUAL ASSENT, EXPLICIT ADMISSION AGAINST
INTEREST OF IP THEFT**

On or about February, 20th 2025; as detailed in paragraph 34: Defendant notified consumers of changes to the public terms of service page. Those changes, specifically outline that Plaintiff and other consumers protected, copyrighted, intellectual property are no longer their own. This is a clear violation of 17 U.S.C. Section 107 and the modification of that data to obscure the copyright is a violation of DMCA §1202(b)(1), DMCA §1202(b)(3).

34. You agree that we may collect and use (i) User Content, (ii) metrics regarding your use of the Services, including analyzing how you use the Services, which may be referred to as "Usage Data", (iii) technical data, and (iv) related information that is gathered passively, (a) to provide the Services, (b) to improve the Services (including reviewing user feedback, features, or improving content, features, functionality or products), to facilitate the provision of updates, for product support purposes, (c) to improve any other services or products provided by the Company and (d) to authorize this to third parties in an anonymized form never to be redistributed in its original form strictly for the purpose of developing and maintaining our services or products.

46. Defendant created a collaborative add-on to their software, called 'Teams', where animation data can be shared between various collaborators. This is a paid subscription service. However, even without 'Teams' enabled and without a valid subscription, Defendant still transmits the intellectual property to their servers (Video exhibit 173 at 12:13) without opt-in, terms and conditions (Exhibits 159-164, (Video exhibit 173 at 16:03)) or notification or consent of any kind.

47. Defendant admits in their terms and in their investor deck (2022) that they collect and use your intellectual property (Exhibits 78 - 87) – property you have created, likely have paid to produce with extreme costs of time and money – without your consent and sell it to a third party (aka their Parallel Company) against DMCA §1202(b)(3). The data is sent to Defendant's systems secretly, without user knowledge or opt-out (Exhibits 161-166, (Video exhibit 173 at 12:13), (Video exhibit 171)), as shown below:



48. **DISREGARD FOR REASONABLE EXPECTATION OF PRIVACY**

Defendant ignores the reasonable expectation of privacy that Plaintiff and other consumers expect when recording themselves, actors or others –

1 especially for projects or products which may be of a confidential, commercial
2 nature, or work-for-hire in which the consumer never had rights to reassign.
3

- 4
- 5 a) Defendant claims their products are used by massive productions and
6 companies (Netflix, Call of Duty, The Last of Us, Lil Nas X, etc.);
7 companies which often have strict NDA agreements to prevent their IP
8 from being leaked, used, or resold under any circumstances.
9 Companies which have strict guidelines and NDA's in place for their
10 productions. Defendant admits that they take IP and use it for their
11 own ends, including resale.
12

13

14 **49. DEFENDANT HAS OPT-OUT ABILITIES BUT REMOVED IT FOR**
15 **USERS**

16 Defendant at all times knew that an opt-out was a requirement, and even went
17 so far as to build it in their software, but never allow users to actually disable
18 reporting:
19

20 { [REDACTED]

21 }
22
23 { [REDACTED]

Offset(h)	2A	2B	2C	2D	2E	2F	Decoded text
00000000	6C	45	6D	44	74	4F	{"analytics":{"enabled":true},"connect":{"limit
00000030	6C	73	65	3C	22	01	user_tracking":false,"player_opted_out":false,"e
00000060	65	8D	2C	21	64	78	nabled":true},"performance":{"enabled":true},"dy
00000090	71	75	65	3C	22	74	namic":{"coreBusinessMetrics":{"enabled":true,"t
000000C0	68	6F	75	6C	64	43	imeToWaitForUserInfoS":60},"analytics":{"shouldC
000000F0	6E	44	6F	63	22	2A	ollectAutomation":true,"timeToWaitForUserInfoS":
00000120							60))}]

"PLAYER_OPTED_OUT" = FALSE

"LIMIT_USER_TRACKING" = FALSE

"SHOULDCOLLECTAUTOMATION" = TRUE

50. DEFENDANT STRIPS METADATA

Defendant openly admits to "anonymizing the data" which means stripping identifying metadata from the IP, making a clear example of liability. Proof that metadata existed, then was stripped and then uploaded to Defendant's servers is documented in: (Video exhibit 173 at 11:59)

"DMCA liability attaches if metadata was removed with the knowledge that it would conceal infringement." – (Stevens v. CoreLogic, Inc. (899 F.3d 666))

51. DEFENDANTS CONTRACT RENDERS ITSELF VOID AB INITIO

Further, even if the Court did find that Defendant's right to change the material terms of the agreement were valid and just; Defendant's own words render the changed terms of the agreement now and forever in the future void ab initio:

10.3. To the maximum extent permitted by applicable law, you further expressly disclaim all warranties, terms, and conditions of any kind, whether expressed or implied, including, but not limited to, any implied warranties of fitness, and merchantability, including any such, fitness for a particular purpose, and non-infringement, you agree to indemnify

5 a) In Defendant's own contractual agreement, in which Defendant named
6 "Terms", on a website page Defendant named "terms"; Defendant
7 specifically states:

8
9 *"you further disclaim all warranties, terms and conditions of any*
10 *kind"*
11

12 and even continues

13
14
15 **"including, but not limited to** any implied warranties, **terms,** and
16 conditions of merchantability..."
17

18
19 i. Whether the wording was intentional or not, the meaning
20 is clear and the ambiguity can only be interpreted in the
21 way it is written, in favor of the reader, not the drafter per
22 the contract interpretation doctrine, aka, California Civil
23 Code § 1654 which states *"Any uncertainty in a contract*
24 *is interpreted against the drafter."*
25
26
27

ii. In Defendant's own words, all consumers, including Plaintiff, agreed upon purchase and use of the services of Defendant that they disclaim all terms and conditions. Plaintiff agrees and accepts not being bound by their terms and conditions in perpetuity.

52. PLAINTIFFS IP WAS MISAPPROPRIATED WITHOUT PRIOR AUTHORIZATION

Plaintiff used Defendant's products from 2019 – 2025, arguably only a handful of times as the product failed repeatedly, however, Plaintiff produced during those handful of times around 450 separate animations.

53. Plaintiff never agreed to the changes in the terms and conditions. In fact, there are none visible to the user at any time (Video exhibit 173 at 15:26) – only for the IP theft to be secretly happening (Video exhibit 173 at 11:37) by the very tools he relies on and paid a flat price to purchase with no conditions of use pertaining to sharing of any information violating DMCA §1202(b)(3).

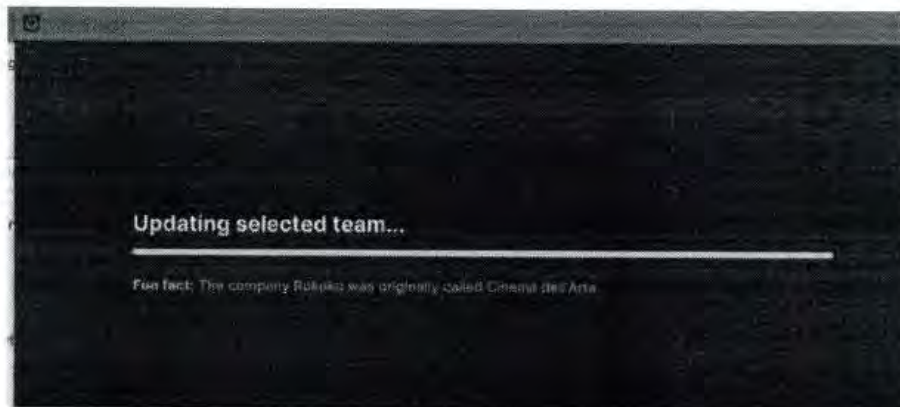
Full historical terms visible at:

<https://web.archive.org/web/20201022141612/https://www.rokoko.com/terms>

54. As the binding terms of the agreement are void ab initio by Defendant's own actions, inactions and specific directives, that logically means that Defendant has received no consent to use the intellectual property collected from any consumer including Plaintiff. Yet, they continue to do so:



this dialog, post-litigation was changed to "updating team" to obscure the true activity of IP misappropriation:



55. Plaintiff alleges that Defendant is using his intellectual property, without permission, to train intelligence models under their mutual enterprise (branded as their Parallel Company). In fact, Defendant defined this specific plan in 2022 to investors and raised over \$3M from it (Exhibit 86). Further, Defendant includes in their terms peculiar wording to dissuade consumers

from using their own IP for a competing task against Defendant:

3.4 You may not use any assets obtained or provided under this agreement for the purpose of developing, training, or enhancing machine learning and/or AI models or algorithms, whether for commercial or non-commercial purposes, without the explicit written consent of the Company.

56. IN FACT, their Parallel Company's website admits they use the stolen IP to train artificial intelligence multiple times:

a) *"Using AI-based computer vision technology, we can live-track users' exercises as they stand in front of their phone"*

b) *"Coco Care stems from Rokoko and a long technology journey"*

57. The Parallel Company even states their 3-step path to get to where they are today, which involves a middle step – Defendant – and Plaintiff's intellectual property.

"On that journey, we've gone from using large motion capture studios – like those you see in Hollywood movies – to sensor-based suits and today to motion capture that works solely with a smartphone. The result is that it's never been easier to track users' movements and give them live feedback."

58. **SELF-GRANTING RIGHTS WITHOUT ANY LEGAL**

ENTITLEMENT

COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 41

1 Defendant further granted themselves retroactive and perpetual royalty-free,
2 sublicensable, worldwide, non-exclusive rights to Plaintiff's intellectual
3 property in their invalid contract:
4

5 6.3) You retain all rights to your User Content and are responsible for protecting those rights. You
6 hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access,
7 use, copy, and modify any intellectual property rights that arise in connection with the User
8 Content, Usage Data and any other Data related to you (if any), strictly for the purposes of providing
9 the Services and to exercise such other rights, which are explicitly set out in these Terms. All User
10 Content is to be fully anonymized and never distributed in its original form from any subcontractor
11 or third-party licensee.

12 59. Plaintiff alleges, Defendant at all times knew they were violating intellectual
13 property laws, insofar that they:

- 14 a) Attempted to shield themselves from proxy liability in the event the
15 true owner of a work for hire or IP production brings legal action
16 against the creator of the works:

17 6.8. We agree to indemnify you for any and all damages, losses, and expenses (including reasonable
18 attorneys' fees) that you may incur in connection with the Services.

- 19 b) Were aware at all times that organizations would employ animators
20 who would not hold personal ownership over the intellectual property
21

22 6.4. Where the Customer is an organization and where the End User is not the same as the
23 Customer, the Customer warrants that all necessary intellectual property rights have been obtained
24 from the End User.

25 **60. SUPPORTING CASE LAW**

26 *"Indirect or contributory infringement still counts if a party facilitates or*
27

28 COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY
THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 42

1 *turns a blind eye.*" (*A&M Records, Inc. v. Napster, Inc.* (239 F.3d 1004))

2
3
4 61. "Even linking to infringing content or enabling it creates exposure." (*Perfect*
5 *10, Inc. v. Amazon.com, Inc.* (508 F.3d 1146))

6
7
8
9 **EIGHTH CAUSE OF ACTION:**

10 **INTELLECTUAL PROPERTY INFRINGEMENT**

11
12
13 62. Plaintiff reiterates and realleges the facts and allegations set forth in the sixth
14 cause of action.

15
16
17 63. **FRAUDULENT INTENT INVALIDATES CONTRACTS**

18 The fraudulent intent behind Defendant's terms and conditions shall not shield
19 Defendant from liability in this cause of action: "*Fraudulent inducement*
20 *invalidates entire contracts*" (*Engalla v. Permanente Medical Group* (15
21 *Cal.4th 951*)) and "*Contracts that are procedurally and substantively*
22 *unconscionable are unenforceable in part or whole.*" (*Armendariz v.*
23 *Foundation Health Psychcare* (24 Cal.4th 83))

24
25
26 64. **ADMISSION AGAINST INTENT FOR IP INFRINGEMENT**

27 Defendant plainly and clearly admitted to using stolen intellectual property

1 and even have attempted to shield themselves from liability in case anyone
2 discovers it:

3
4 4.5 No use of the Services or User Content may: (i) infringe, misappropriate, or violate a third
5 party's patent, copyright, trademark, trade secret, moral rights, or any other intellectual property
6 rights, or rights of publicity or privacy; (ii) violate, or encourage any conduct that would violate, any
7 applicable law or regulation or would give rise to liability of any kind; (iii) be fraudulent, false,
8 misleading, or deceptive; (iv) be defamatory, obscene, pornographic, vulgar, or offensive; (v)
9 promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or
10 group; (vi) promote violence or actions that are threatening to any other person; or (vii) promote
11 illegal or harmful activities or substances.

12 yet within the same terms they admit they do just that:

13
14 3.4 You agree that we may collect and use: (i) User Content; (ii) metrics regarding your use of the
15 Services, including evaluating how you use the Services, which shall be referred to as "Usage Data";
16 (iii) technical data; and (iv) related information that is gathered periodically; (a) to provide the
17 Services; (b) to improve the Services, including developing new features/Services or improving
18 existing features, technologies or products, to facilitate the provision of updates, for product
19 support purposes; (c) to improve any other services or products provided by the Company and (d)
20 to sub-license this to third parties in an anonymized form never to be redistributed in its original
21 form strictly for the purpose of developing and improving their services or products.

22 and attempts to shield themselves from 3rd party claims:

23
24 4.E You agree to inform us promptly about any legal complaint, claim or action related to the User
25 Content you have uploaded using the Services.

26 or lawsuits involving any party over intellectual property claims using their
27 products:

28
29 4.B You agree to inform us promptly about any legal complaint, claim or action related to the User
30 Content you have uploaded using the Services.

31
32 **65. ACTUAL INFRINGEMENT OCCURRED**

33 Plaintiff alleges Defendant offers no way to opt out of the use of their
34 copyrighted intellectual property, even though they built opt-out modes into
35 the software, without allowing users to disable data sharing. Defendant's
36 software then secretly transfers all data and information to them without any
37

knowledge of the user:



66. Further, Defendant Plaintiff's personal information (name, e-mail, etc.) to a third party (ui-avatars.com) without authorization:



if Plaintiff would have provided an image of his face, this third party would receive that information and host it in an insecure manner, allowing anyone access to biometric data.

67. SATISFACTION OF IP INFRINGEMENT REQUIREMENTS

Plaintiff has already shown causal logical links between:

- a) Defendant and their Parallel Company being one enterprise,
- b) AND consumer's ("Plaintiff's") intellectual property being harvested by Defendant,

- c) AND Defendant's own claims that they sell the intellectual property to a third party,
- d) AND that third party being Defendant's own Parallel Company
- e) AND that Parallel Company admitting they used that data for production
- f) AND that Parallel Company sells a product, for a profit, based on Plaintiff's data,
- g) AND that no valid agreement exists between the Parties for sharing IP data.

68. To satisfy a claim for IP infringement, two sets of criteria must evaluate true:

a) **Registration:**

- i. **Ownership:** Plaintiff has proof of the source of the material he owns. (Exhibit 137)
- ii. **Validity:** Plaintiff's work is novel and non-obvious.
- iii. **Claim Construction:** Used without permission, used with admission.

b) **Proving Infringement:**

- i. **Direct Infringement:** Defendant used it without authorization.
- ii. **Indemnity:** Defendant admits the source (Plaintiff) and the destination (their Parallel Company) multiple times.

iii. Evidence: Well prepared

69. Plaintiff argues that Defendant's own statements acknowledging their intent to collecting, using, relicensing and/or selling the intellectual property of consumers (namely Plaintiff); and their Parallel Company's own statements acknowledging receipt of that intellectual property and the use of it, constitutes an admission against interest and therefore Plaintiff requires no burden of proof as Defendant has proven it prima facie and therefore Defendant cannot contract their way out of copyright law. (*Specht v. Netscape*, 306 F.3d 17 (2d Cir. 2002), *Balsam v. Trancos, Inc.*, 203 Cal.App.4th 1083 (2012), *ProCD v. Zeidenberg*, 86 F.3d 1447 (7th Cir. 1996))

NINTH CAUSE OF ACTION:

VIOLATION OF DMCA § 1202

70. VIOLATION OF DMCA DUE TO STRIPPING OWNERS

METADATA

Plaintiff asserts that each and every individual animation (his intellectual property) contains metadata information which clearly identifies the author by name ("Matt") the version of software that was used to create it, a globally unique identifier, serial number(s) specific to this hardware:

(Exhibit 141)

[illegible]

73. Plaintiff alleges that Defendant modified material terms of a mutual agreement and inserted terms which are unconscionable such as:

74. **RESERVATION OF FOLLOWED BY IMMEDIATE REVOCATION**
OF CONSUMER RIGHTS

Defendant may modify “any intellectual property rights that arise [to your intellectual property]” which is unconscionable as the begins with “your retain all your rights to [intellectual property] <period>”; the clause then becomes contradictory, enabling Defendant to revoke or change those rights. Both statements written in a specific order with an intentional buffer to distract the consumer from the real intent.

6.3. You retain all rights to your User Content and are responsible for protecting those rights. You hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, irrevocable right to access, use, copy, and modify any intellectual property rights that become associated with the User Content, Usage Data and any other data related to you (or they) solely for the purpose of providing the Service and to exercise such other rights, directly or indirectly, and in any form. All User Content is hereby warranted and assigned exclusively to its relation from each user submission to or third-party knowledge.

75. Defendant declares in which ways Plaintiff can use his own intellectual property creations while simultaneously denying Plaintiff the ability to use his own IP in the exact same way that Defendant does; constituting substantive unconscionability (CA Civ Code § 1670.5).

5.4. You may not use any assets obtained or provided under this agreement for the purpose of developing, training, or enhancing machine learning and/or AI models or algorithms, whether for commercial or non-commercial purposes, without the explicit written permission of the Company.

1 a) Plaintiff purchased the equipment, paid in-full, outright from
2 Defendant entirely without restrictions as is the case with likely the
3 vast majority of consumers buying Defendant's equipment (they don't
4 offer lease options or rentals) which therefore constitutes procedural
5 unconscionability under CA Civ Code § 1670.5
6

7
8 76. It is entirely unconscionable for Defendant to redefine "Intellectual Property"
9 as "User Content"; considering both phrases are both comprised of two words,
10 almost equal length, and yet one word is definitive and the other word is
11 ambiguous unless the re-definition was noticed earlier in the document.
12

13
14 11.4. You agree that we may collect and use (i) User Content, (ii) metrics regarding your use of the
15 Services, including evaluating how you use the Services, which shall be referred to as "Usage Data",
16 (iii) technical data, and (iv) related information that is gathered periodically, (a) to provide the
17 Services, (b) to improve the Services, including developing new features/Services or improving
18 existing features, technologies or products, to facilitate the provision of updates, for product
19 support purposes, (c) to improve any other services or products provided by the Company and (d)
20 to sublicense this to third parties in an anonymized form, never to be redistributed in its original
21 form strictly for the purpose of developing and improving our services or products.

22
23 a) It is further unconscionable that Defendant knowingly sells a product
24 which:

- 25 i. Record a consumers movements
26
27 ii. AND is sold to video game producers, film makers,
28 animators; all knowledgeably skilled people

1 iii. AND are likely in a professional setting or capacity in
2 which the product is often confidential, work for hire or
3 not definitive under fair use under 17 U.S.C. Section 107.

4
5
6 b) A high-level understanding of the technology is that it performs the
7 same overarching function that the video camera in your cell phone
8 does. In fact, your cell phone can perform the same functions and
9 generational output of usable motion capture data that Defendant's
10 product can. Yet – the maker of your phone camera does not own your
11 images, videos, recordings; you do (17 U.S.C. Section 107). Yet,
12 unconscionably, Defendant takes it one step farther and asserts
13 unconscionable worldwide, non-exclusive, royalty-free, sublicensable
14 rights to your intellectual property – in perpetuity:
15
16

17
18 6.3 You retain all rights to your User Content and are responsible for protecting those rights. You
19 hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right to access,
20 use, copy, and modify any intellectual property rights that arise in connection with the User
21 Content, Usage Data and any other Data related to you (if any), strictly for the purposes of providing
22 the Services and to exercise such other rights, which are explicitly set out in these Terms. All User
23 Content is to be fully anonymized and never distributed in its original form from any subcontractor
24 or third-party licensor.

25
26 77. It is unconscionable to sell a product with a 1 year warranty (Exhibit 61), only
27 offer 30-days money back (Exhibit 63), begin that money-back guarantee the
28 minute you pay not when you receive the item (Exhibit 23), ship the item
29 weeks, months, or years (Exhibit 4) later, leaving the consumer unable to
30 return the item under any circumstances.

1 (“Warranty start dates based on sale rather than delivery violate consumer
2 protection statutes.” *Murillo v. Fleetwood Enterprises, Inc.* (17 Cal.4th 985))

3
4
5 **78. ADVERTISE A WARRANTY, SECRETLY CONTRACT ITS**

6 **IMMEDIATE DEMISE**

7 It’s unconscionable to sell a product with a 1 year warranty (Exhibit 61)

8
9 We are committed to providing top-quality products and ensuring your satisfaction. We are
10 pleased to offer a 1-year warranty on all electronic components of the Smartsuit Pro II, which
includes sensors, the hub, and cables. This warranty is effective from the date of delivery.

11 and then immediately enact contractual terms upon purchase that retract that
12 very same warranty unilaterally:

13 **10. DISCLAIMER OF WARRANTIES**

14 10.1. You understand and accept that you use the smartlock as provided only, and that the
15 sensors and software are, to the maximum extent permitted by applicable law, provided “as is”
without warranty of any kind, in particular, without warranty of merchantability, fitness,
16 and true accuracy, do not represent or warrant to you that (a) your use of the system will meet
your requirements, (b) your use of the sensors and the underlying data, directly and/or indirectly
17 from the system, will be obtained by you as a result of your use of the system will be accurate or
reliable, and (c) that defects in the operation or functionality of the software provided to you as part
of the system will be corrected.

18 10.3 To the maximum extent permitted by applicable law, you further expressly disclaim all
19 warranties, terms, and conditions of any kind, whether express or implied, including but not limited
to any implied warranties, terms, and conditions of merchantability, satisfactory quality, fitness for a
20 particular purpose, and non-entanglement with respect to the sensors.

21
22
23 **79. CONTRACTING YOUR WAY OUT OF FALSE ADVERTISING**

24 **LAWS**

25 It’s unconscionable to advertise a product falsely, then insert terms into a
26 mutual contract which state that if a consumer believed those advertisements
27

and experienced any losses or damages, Defendant is not liable:

11.2 You expressly understand and agree that we, our subsidiaries, holding companies, representatives, and affiliates, and their licensors shall not be liable to you for any loss or damage which may be incurred by you, including loss or damage as a result of: (i) any reliance placed by you on the completeness, accuracy, or existence of any advertising, or as a result of any relationship or transaction between you and us or any developer, advertiser, or sponsor whose advertising appears in the services, or for any permanent or temporary cessation in the provision of the services; (ii) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services; (iv) your failure to provide us with accurate account information.

80. **DEMANDING ARBITRATION WITH CONTRACT THAT CHANGES AT WILL**

It is unconscionable to reserve the right to change a contract at any time, while simultaneously demanding arbitration. Defendant cannot wield the omnipotent potential for contractual change while also chilling access to the courts and controlling dispute resolution creating a king vs commoner imbalance of power. *"Because Blockbuster reserves the right to change the contract at any time without notice, the contract is illusory and the arbitration provision unenforceable."* (Harris v. Blockbuster Inc., 622 F. Supp. 2d 396 (N.D. Tex. 2009))

14. **VENUE AND APPLICABLE LAW**

14.1 The Terms and our relationship under the Terms shall be governed by the laws of Denmark without regard to its conflict of laws provisions. Any dispute arising out of or in connection with the Terms, including any disputes regarding the existence, validity or termination thereof, shall be settled by simplified arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Notwithstanding this, you agree that we are allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction without providing security.

CAUSE OF ACTION:

ILLEGAL DEPLOYMENT OF CODE & PRIVACY VIOLATIONS

CFAA§ 1030, Cal. Penal § 502,

81. Plaintiff created, enabled and actively uses a secret backdoor within Plaintiff's software which allows them to send remote client-side code of any type, directed not only at Plaintiff but at any specific user, and execute it at will on that users machine without authorization or their knowledge (Exhibit 49). This code can be of malicious intent if so deemed.

This violates constitutes clear violations of:

- a) The Computer Fraud and Abuse Act (18 U.S. Code § 1030)
- b) Electronic Communications Privacy Act (18 U.S. Code § 2510 et seq.)
- c) California Penal Code § 502
- d) California Invasion of Privacy Act – (Penal Code § 631 et seq.)
- e) California Consumer Privacy Act (CCPA)

82. **TRANSMISSING IP & TELEMETRY DATA WITHOUT**

AUTHORIZATION

It is unconscionable to force users intellectual property (Exhibits 56, 35, 36, 38, 53) and telemetry usage (Exhibits 30, 31, 32, 33) to your cloud services,

1 without any opt-in or out-out or user notification whatsoever, in fact, it's
2 illegal under Civil Code § 1798.120 which states "(a) A consumer shall have
3 the right, at any time, to direct a business that sells or shares personal
4 information about the consumer to third parties not to sell or share the
5 consumer's personal information. This right may be referred to as the right to
6 opt-out of sale or sharing. (b) A business that sells consumers' personal
7 information to, or shares it with, third parties shall provide notice to
8 consumers... that this information may be sold or shared and that consumers
9 have the "right to opt-out" of the sale or sharing of their personal
10 information."
11
12
13
14
15

16 **ELEVENTH CAUSE OF ACTION:**

17 **FRAUD IN INDUCEMENT TO CONTRACT AND PURCHASE**

18
19 83. Plaintiff reiterates and realleges through the causes of action herein, that
20 consumers were provided an alternate reality from actuality and at all times
21 Defendant knew it would be relied on so that they could defraud those
22 individuals of intellectual property and monetary resources alike while
23 simultaneously forcing them to agree to unconscionable terms and conditions
24 without any knowledge of those conditions whatsoever.
25
26

27 "A defendant's intent to defraud is inferred if the misrepresentation was made
28

1 with reckless disregard for its truth." *Lazar v. Superior Court* (12 Cal.4th
2 631)

3
4
5
6 **TWELTH CAUSE OF ACTION:**

7 **FRAUDULENT MISREPRESENTATION TO INVESTORS**

8
9
10 **84. ALTER EGOS: TWO INVESTMENT VEHICLES, ONE ENTERPRISE**

11 Plaintiff alleges, the Parallel Company shared a common name with
12 Defendant (Rokoko Care vs. Rokoko), however, likely to shield liability, it
13 was renamed to Coco Care and then Coco. The website address
14 www.rokokocare.com simply forwards to the new website for the rebranded
15 Parallel Company www.cococare.io proving a literal technological link
16 between the companies (Exhibit 134).
17

18
19 **85.** Plaintiff alleges that Defendant operates two distinct investment vehicles
20 (Exhibit 95, 96) which utilize the same office space (Exhibit 95, 96, 65), the
21 same staff (Exhibit 80,144-157), the same ownership (Exhibit 80,144-157),
22 shared intellectual property (Exhibit 75-87). In fact, Defendant references this
23 in their investor pitch deck (Exhibit 75-87) and for these reasons and others in
24 this cause of action, they are one in the same: a singular enterprise.
25
26

27 *"Among the many factors to be considered in applying the doctrine are the*

28 COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY
THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 57

1 *commingling of funds and other assets of the two entities, the holding out by*
2 *one entity that it is liable for the debts of the other, the identical equitable*
3 *ownership in the two entities, the use of the same offices and employees, the*
4 *use of one as a mere shell or conduit for the affairs of the other, inadequate*
5 *capitalization, disregard of corporate formalities, lack of segregation of*
6 *corporate records, and identical directors and officers.” (210 Cal.App.2d 825*
7 *(1962))*

8
9
10
11 86. Plaintiff alleges Defendant’s separate vehicles each **receive separate venture**
12 **capital investments** simultaneously yet that money yields different returns
13 and different risks for investors, all while vast sums of money go to the same
14 endpoints, almost entirely in the pockets of the company officers and board
15 (Exhibit 99).

16
17
18 87. On or about May 5th, 2025 Defendant made admissions against interest
19 (Exhibit 143) in stating:

20
21 a) **““Care” evolved as a research project in Rokoko. “**

22 Defendant admits the so-called ‘separate’ entity originated directly
23 within Rokoko, sharing research, staff, IP, and infrastructure—making
24 it a continuation, not a break.
25
26

1 b) *“When the project matured, it was spun off as a separate legal entity*
2 *along with the tech that the Care team had developed.”*

3 Defendant confirms the core intellectual property used in the ‘Parallel
4 Company’ was developed within Rokoko, before any formal corporate
5 separation—satisfying multiple elements of corporate veil piercing,
6 including shared assets and non-arm’s-length transfers.
7

8
9
10
11 c) *“Today, it has no affiliation with Rokoko”*

12 Defendant concedes there was affiliation prior to VC funding.
13

14 d) *“we therefore also required that “they” changed the company name*
15 *to avoid confusion”*

16 Defendant (Mikkel Overby) openly admits to deliberately rebranding
17 the same tech, developed under the same roof, by the same team, using
18 the same IP—confirming an effort to obscure continuity and mislead
19 public perception of separation and they did it precisely 7 months ago
20 (Exhibit 157)
21

22
23
24 e) *“All parties involved from including the team, legal counsel and*
25 *accountants will confirm this.”*

26 Defendant admits all involved parties, across both entities, are the
27 same—lawyers, accountants, and operational staff—satisfying legal
28

1 tests for common control, commingling, and unity of interest under the
2 Alter Ego doctrine.

3
4
5 88. **DEFENDANT MADE FALSE STATEMENTS AGAINST**
6 **INVOLVEMENT, EVIDENCE PROVES OTHERWISE**

7 Defendant's COO Mikkel Overby, after being provided the civil complaint,
8 stated: "*we therefore also required that **\"they\"** changed the company name to*
9 *avoid confusion.* He attempted to paint the entity as unique, however, his
10 name is continuously mentioned in the same role (Exhibits 144 - 156), and
11 alongside the same owners and board mentioned in the investor pitch deck;
12 and even posts about it himself on LinkedIn (Exhibit 148).

13
14
15 89. In addition to numerous pieces of evidence that tie Rokoko to Rokoko Care
16 (aka Coco), Trifork Investments, a new ~22% shareholder of Defendant's
17 specifically named the owners and the COO Mikkel in a press release (Exhibit
18 154) and admits that they "*bring deep insights into physiotherapy, along with*
19 *advanced motion capture technologies*", such as the kind Defendant
20 developed using misappropriated intellectual property before creating a
21 separate investment vehicle for new venture capital money.
22

23
24
25 90. Additionally, Trifork (~22% shareholder) also stated "***Rokoko Care evolved***
26 ***from Rokoko, a tech company with a decade of experience in motion capture***
27 ***and customers in over 100 countries***" (Exhibit 155). This statement from a

quarter shareholder is a bona fide express admission against interest.

91. Plaintiff alleges a coordinated scheme between multiple entities to solicit funds through misrepresentation, all while operating as a singular enterprise under different names, satisfying the Alter Ego Doctrine.

"The purpose of the alter ego doctrine is not to protect every unsatisfied creditor, but rather to prevent misuse of the corporate form in circumstances where adherence to the fiction of separate corporate existence would sanction a fraud or promote injustice." (39 Cal.3d 290 (1985))

92. **MISREPRESENTATION AFFECTS INVESTORS AND CONSUMERS THROUGH CAUSATION**

Plaintiff alleges that by misrepresenting to investors to gain over \$100M in VC funding (Exhibit 97, 98), using that funding for vast marketing campaigns and these findings being omnipresent in public while consumers research and shop for high-dollar equipment like that of the Defendant's, consumers, like Plaintiff are equally as harmed due to the causal misrepresentation that would never be possible if not for the ill-gotten gains. *"A misrepresentation made in a business context, even if not directly part of the product transaction, is actionable if it induced the plaintiff's reliance and caused injury." (Lazar v. Superior Court, 12 Cal.4th 631 (1996)), "Economic injury from relying on a false representation, even indirectly, satisfies standing under UCL." (Unfair*

1 *Competition Law (UCL, CA BPC §17200))*

2
3
4 **93. FRAUDULENT FINANCIAL STATEMENTS**

5 Defendant's own financial statements show they paid their staff \$8m millions
6 of dollars more than their revenue in 2023 (Exhibit 99). In 2022, their revenue
7 was 32M DKK (and staff was paid \$4.8M).

8
9
10 94. Defendant's financial statements (Exhibit 100) shows falsities claiming
11 property, manufacturing plant(s) and equipment despite no physical locations
12 of any kind, equity investments in other group entities, inventories of 37M
13 DKK (\$5.6M) and 30 DKK (\$4.5M) (respectively despite having no
14 warehouse or inventory of any kind and only 1.3M DKK (\$197k) banked cash
15 (2023), claiming a total in assets of 106M DKK (\$16M)

16
17
18 95. Defendant's financial statements (Exhibit 99) claim 4M DKK (\$606k) (2023)
19 and 3M DKK (\$455k) (2022) respectively for depreciation on property (they
20 have none), a plant (they do not possess one) and equipment (they have no
21 physical locations with any equipment).

22
23
24 **96. PREDICATE ACTS SATISFY RICO**

25 Plaintiff alleges Defendant committed predicate acts described elsewhere in
26 this complaint and additionally under 18 U.S.C. § 1961(1) as the acts
27 described herein were committed through electronic means, emails, pitch

1 decks, website and interstate communications.

2
3 97. Further, Plaintiff alleges Defendant engages in money laundering (18 U.S.
4 Code § 1956) by selling stolen intellectual property from their company to
5 their Parallel Company, despite being a unified enterprise under the guise of a
6 fake sale (prohibited under 18 U.S. Code § 1956(a)(1)(B)). Defendant admits
7 this openly in their terms of service.
8

9
10 98. Plaintiff reserves the right to assert a claim for civil RICO under 18 USC 1962
11 upon the discovery of additional evidence supporting such a claim of
12 racketeering activity.
13

14
15 99. **FALSE FRONTS AND STATEMENTS MISLEAD INVESTORS INTO**
16 **GLOBAL PRESENCE WITH INFLATED WORKFORCE**
17

18 Plaintiff alleges Defendant operates false-fronts to confuse and deceive
19 investors and consumers alike. Defendant as early as 2016 has claimed they
20 are foremost based in San Francisco and still claim to this day to have offices
21 in Copenhagen (Exhibits 65, 66, 67, 68), Athens (Exhibits 71, 72, 73), Los
22 Angeles (Exhibit 73) as well as San Francisco (Exhibits 69, 70). Defendant, to
23 this day, further claims they have “teams” at these major-city worldwide
24 locations (Exhibit 74). Defendant claims to have 80 employees yet their
25 financial reports state only 45 as of 2023 (Exhibit 101). Statements that were
26 made to investors in a pitch deck that raised \$3M in 2021 and cites raising
27

\$7M in 2019, \$3M in 2022, \$25M in 2023:



100. Defendant's Copenhagen office is a 900 sq. ft. basement with no visible loading access, no apparent infrastructure for servers or production equipment, and is located behind a locked gate. As shown in (Exhibits 65–68), the exterior has remained closed and inaccessible since at least 2016 — directly contradicting Defendant's repeated claims to investors and consumers of a staffed, operational headquarters at that location.



101. **NO OFFICES, NO EQUIPMENT, NO INVENTORY, NO
PRODUCT TO SELL**

Plaintiff, in arbitration for case number "25CHSC00490" made a pre-settlement request, for video proof of inventory. Defendant stated it is not possible to show proof of inventory because they do not keep finished goods at their offices; despite their website (Exhibit 64) and shipping labels (Exhibits 90-93) stating the contrary.

Matthew, I would be happy to show you our inventory and a product, but we use a third party logistics provider for warehousing and logistics services, so we do not have finished goods at our offices.

05/02/2025 7:03 am

f) On or about May 1st, Plaintiff demanded a 48-hour window to prove operational infrastructure and inventory exists, Defendant did not comply and ceased communications until May 5th, where he stated that he did not show the office because it was the weekend.

102. Based on the evidence collected, it seems Plaintiff sells their products on false pretenses to consumers who believe the company has equipment readily for sale (Exhibits 2, 4, 5, 6, 22, 23, 24) yet Defendant simply collects funds, misleads consumers about shipping dates, refuses refunds (Exhibits 2, 4, 13,

1 15, 22) and waits until financially viable to execute production runs of non-
2 existent products.

3
4
5 **103. SATISFACTION OF FRAUD**

6 To prove fraud in California, there is a need to satisfy all 4 prongs of
7 qualification:

8 **g) A single false statement of material fact:**

- 9
10 i. “We have 100 employees” – False (Exhibit 101)
11 ii. “We have offices in Los Angeles” – False (Exhibit 73)
12 iii. “We have offices in Athens” – False (Exhibit 71)
13 iv. “We have offices in San Francisco” – False (Exhibit 70)
14 v. “We have **teams of employees** at offices in Los Angeles”
15 – False (Exhibit 73)
16 vi. “We have **teams of employees** at offices in Athens” –
17 False (Exhibit 71)
18 vii. “We have **teams of employees** at offices in San
19 Francisco” – False (Exhibit 70)
20
21

22
23 **h) Made with knowledge of it’s falsity:**

- 24 i. Defendant knows their staff size is less far than 100.
25 (Exhibit 101)
26 ii. Their Parallel Company knows their staff size is far less
27 than 100 (Exhibit 95).

- iii. Defendant stated their staff size was 80 while pitching investments (Exhibit 85) but that year reported as forty-six (46) (Exhibit 101)
- iv. They knowingly sought after unmanned or virtual office/mailbox services for their “offices” (Exhibits 73, 71, 70, 65)
- v. They knowingly paid for those mailbox services and used them during their business operations. In fact, they were served at one of them and received those documents.

i) With intent to induce reliance

- i. Defendant claims they have 250,000 creators using their products as of 2025 (Exhibit 77) an the largest fleet of mocap systems in the world (Exhibit 81)
- ii. Defendant promotes with quality, beautiful, trustworthy advertising to lure customers, then openly admits in their terms and conditions, that any reliance on their false advertising is non-actionable. (Exhibit 102)
- iii. Defendant has taken over \$80M of venture capital money using their widely and proudly displayed “world presence” as a clear sign of growth, stability and capability and clearly designed to induce reliance not only for investors by building false trust, but also to

1 consumers, like Plaintiff, who believed the ads and their
2 “popularity” when it was demonstrably and materially
3 false.
4

- 5 iv. Defendant has taken venture capital money
6 simultaneously for their Parallel Company using the
7 “success” of their primary venture (Rokoko) as a way to
8 induce reliance of trust to investors.
9

10 **j) And causing actual harm or reliance**

- 11 i. Consumers like Plaintiff have been misled by believing
12 the advertising, believing the size of the company and its
13 growth and considering that as a marker of measurable
14 success both in innovation but increasing market share
15 and functional capacity.
16
17 ii. Investors have spent likely well over \$130M hoping for
18 returns from a company who lied about the size and
19 locations of their staff, capabilities, purpose, goals,
20 possible returns, their “world presence”, their “teams” of
21 workers around the world and even more simply – that
22 their intent is to actually sell, provide and maintain
23 products to consumers; which has been shown to be a
24 falsity in this cause of action.
25
26
27

104. **PLAINTIFF AS A CONSUMER QUALIFIES TO SUE FOR FRAUD**

California law allows a private party (consumer or investor) to sue for fraud when four prongs are satisfied:

- k) **Exposed to misrepresentation:** Plaintiff was induced by Defendant's misrepresentations to make a purchasing decision he would not have made otherwise. Specifically, Defendant's publicly disseminated claims — including representations that Defendant employed 100+ staff globally, operated full offices with "teams" in multiple major cities, and had reliable product infrastructure and support pipelines — were material, repeated, and designed to instill confidence in buyers. These representations were not general puffery; they were concrete factual assertions used in both investor pitch decks and consumer-facing marketing, contradicted only in practice and hidden terms and conditions. Plaintiff viewed, relied on, and reasonably believed these representations to be true at the time of purchase. If Defendant did not represent their products in this capacity, Plaintiff would not have purchased from Defendant. Defendant's statements were a primary factor in causing Plaintiff's injury, satisfying the inducement element of fraud as provided in (*Lazar v. Superior Court* (12 Cal.4th 631), *Engalla v. Permanente Medical Group* (15 Cal.4th 951), and *Roddenberry v. Roddenberry* (44 Cal.App.4th 634))

1 l) **Induced by:** Plaintiff spent around \$6,000 with no prior experience
2 with the product due to the aforementioned in (a).

3
4 m) **Relied on it:** Reiterates (a) and (b)

5
6
7 n) **Suffered Harm:** This is a claim for multiple damages, including but
8 not limited to tortious interference with prospective economic
9 advantage. Harm is well established.
10

11
12
13
14 **THIRTEENTH CAUSE OF ACTION:**
15 **FRAUDULENT CONCEALMENT**
16

17
18 105. Plaintiff asserts he is not seeking damages for fraudulent concealment or
19 spoliation only that the Court recognize it, and it's evidence is a matter of
20 record and while making decisions upon this case.
21

22
23 106. Plaintiff alleges on or about May 1st, 2025, Defendant requested
24 arbitration in ODR for the original matter which was moved to civil court.
25
26
27

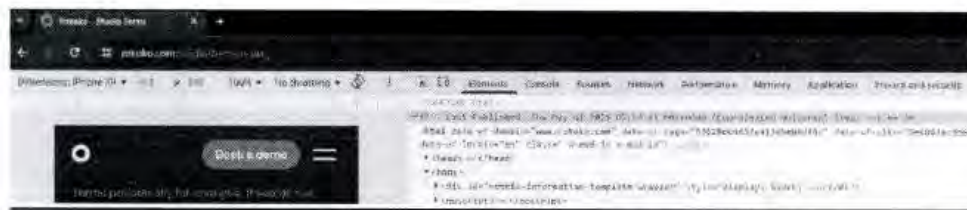
107. Plaintiff, prior to any negotiations demanded proof of operations, staff and inventory, which Defendant declined to provide.

108. Plaintiff hereby reiterates the facts within and admits the ODR chat transcripts onto the Courts record.

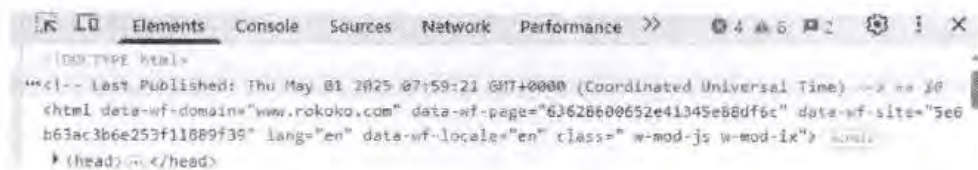
109. **PROOF OF FRAUDULENT CONCEALMENT / SPOILIATION**

Plaintiff alleges that Defendant spoliated key evidence as alleged and shown in the 7th, 8th, 9th and 10th causes of action to make his terms and conditions no longer include self-incriminating admissions against interest as litigation had begun.

110. Plaintiff has retained proof of this event on multiple types of media including but not limited to photo, (Video exhibit 172), recordings, snapshots, third party verifications, etc.



Zoomed in:



111. Defendant's own email notice reinforces this claim, as it clearly outlines that Defendant (a) stated they planned to misappropriate and (b) infringe on that intellectual property and (c) strip metadata from the intellectual property and (d) retroactively modify existing contracts without assent and (e) force Plaintiff and consumers into the agreement "or else" disallow the use of products already purchased and paid in full without condition.

● ROKOKO

30 days from now, on March 22, 2025, we will make a change in our Terms of Use.

The most significant update focuses on the motion data that is created with Rokoko products. The change will allow us to leverage this data to enhance our products and services. This includes the possibility of sublicensing completely anonymized data to third parties, while ensuring that the data can never be redistributed in its original form. It opens the door for new opportunities and enables us to stay current and lead the development of our industry, together with our valued users.

You can review the full updated terms [here](#). By continuing to use Rokoko products after March 22, 2025, you'll be agreeing to the updated terms.

If you have any questions, please don't hesitate to reach out to us on support@rokoko.com or as a reply to this email.

All the best,

The Rokoko Team

112. This e-mail is a express admission against interest, reinforces Plaintiff's claims of spoliation and fraudulent concealment and resurrects the now deleted unconscionable terms of service through this reiteration and linking of and to the exact evidentiary document in question.

113. **TAMPERING WITH HISTORICAL ACCESS TO CONTRACTUAL MATERIAL**

1 This terms and conditions page existed in the condition that Plaintiff has
2 indicated in this document prior to May 1st, 2025 and had history dating back
3 to around 2019. However, due to either DMCA takedown, personal request, or
4 robots.txt or another method of soft-takedown. Defendant has removed all
5 historical traces of the prior terms and conditions and now the 2019-2025
6 history of this page is entirely vanished:
7

8
9 [https://web.archive.org/web/20250000000000*/https://www.rokoko.com/studio-](https://web.archive.org/web/20250000000000*/https://www.rokoko.com/studio-term-of-use)
10 [term-of-use](https://web.archive.org/web/20250000000000*/https://www.rokoko.com/studio-term-of-use)
11



15 Hrm

16 Wayback Machine has not archived that URL.

17 This page is available on the web!

18 Help make the Wayback Machine more complete!

19 Save this URL in the Wayback Machine
20

21 114. The evidence in question is the terms of use at the center of the Complaint
22 located at <https://www.rokoko.com/studio-term-of-use>. Defendant modified
23 this information on or about May 1st, 2025 at 7:59:21 as their website code
24 shows a clear “last published” date and time (Exhibit 158). Issued by their
25 web designer software, uploaded to their server, published on their website,
26
27 from their staff – by them.

1
2 115. Plaintiff asserts, as multiple warnings of litigation had occurred prior, and
3 that Plaintiff had filed a case against Plaintiff that was now active, to which
4 Plaintiff knew or should have known the breadth of, and that Plaintiff
5 willfully suppressed this information with changes to complicate the matter
6 before the Court by fraudulent practices and disrupt the discovery process: the
7 Court should recognize that Plaintiff willfully spoliated critical key evidence.
8
9

10
11 116. **RULES, PENALTIES AND INSTRUCTION FOR SPOLIATION**

12 *In determining what inferences to draw... the trier of fact may consider*
13 *whether one party has suppressed evidence."* -- California Evidence Code
14 §413
15

16
17 117. *"The destruction of evidence... permits an inference that the evidence*
18 *would have been adverse to the party that destroyed it."* (Gaines v. Fidelity
19 *National Title Ins. Co., 62 Cal.4th 1081 (2016))*
20

21
22 118. *"The court may impose a monetary sanction, issue an evidence sanction,*
23 *issue a terminating sanction... against anyone engaging in conduct that is a*
24 *misuse of the discovery process."* (California Code of Civil Procedure
25 §2023.030)
26

119. *"A party's intentional destruction of evidence relevant to the litigation may support an inference that the destroyed evidence would have been unfavorable to that party."* – (*Williams v. Russ*, 167 Cal.App.4th 1215 (2008))

120. *"Intentional destruction of relevant evidence is **gross negligence or willful misconduct**. The appropriate remedy is dismissal when the loss is irreparable."* (*Pension Comm. v. Banc of America*, 685 F. Supp. 2d 456 (S.D.N.Y. 2010))

121. *"When a party's bad faith conduct results in spoliation that completely deprives the other side of a meaningful ability to litigate, **dismissal is appropriate**."* (*Micron Technology, Inc. v. Rambus Inc.*, 645 F.3d 1311 (Fed. Cir. 2011))

122. **CORPORATE VEIL SHOULD BE PIERCED**

Defendant in Exhibit 168, openly stated: *"You have involved our Board of Directors and they are now also briefed on the case and fully behind us, whichever route we choose to take. We are ready to go to trial, if needed."*

This statement is Defendant's own action which *"creates a unity of interest and ownership in which the separate personalities no longer exist."*

(*Associated Vendors, Inc. v. Oakland Meat Co.* (1962) 210 Cal.App.2d 825, 837)

1 123. Plaintiff asserts for the allegations herein including but not limited to the
2 unification of separate personalities into this matter, the claims of fraud,
3 misappropriation, willful ongoing tortious interference conduct and the
4 spoliation of evidence: Defendant's corporate veil should be pierced and not
5 be used allowed shield them, nor their shell corporations, investors,
6 subsidiaries or any natural persons from liability in any manner contained
7 herein.
8

9
10
11 *"Plaintiffs alleged a complex web of LLCs and corporations operated as a*
12 *single enterprise with a common business purpose, common ownership, and*
13 *intermingled assets..." (Greenspan v. LADT, LLC, 191 Cal.App.4th 486*
14 *(2010))*
15

16
17 *"When the corporate veil is used to promote injustice, courts will disregard it*
18 *to reach the responsible parties." (United States v. Bestfoods, 524 U.S. 51*
19 *(1998))*
20

21 **PRAYER FOR RELIEF**
22

23
24 WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in his
25 favor and against Defendant, and award the following:
26

27
28 COMPLAINT FOR DAMAGES(TORTIOUS INTERFERENCE, FRAUD, INTELLECTUAL PROPERTY
THEFT, BREACH OF WARRANTY, AND RELATED CLAIMS) - 77

1 1. General Damages in an amount no less than \$1,250,000, for lost
2 production, commercial disruption, development delays, and associated
3 opportunity costs resulting from Defendant's breach of warranty, failure to repair,
4 and refusal to honor lawful obligations under California Civil Code §1793.2 and
5 §1794.
6

7
8 2. Restitution and reliance damages in an amount to be proven at trial, but
9 not less than \$250,000, for equipment loss, time investment, labor reallocation,
10 and project interruption caused directly by Defendant's willful conduct and
11 misrepresentations.
12

13
14 3. Statutory damages for each act of infringement, pursuant to 17 U.S.C. §
15 504(c)(1), in an amount no less than \$750 and no more than \$30,000 per
16 work, subject to proof at trial.
17

18 *(\$22,500 per work x 30 pieces upheld \$675,000 - Sony BMG Music Ent. v.*
19 *Tenenbaum, 660 F.3d 487 (1st Cir. 2011))*
20

21 4. Damages for willful infringement in an amount deemed by the Court to be
22 just and proper of no more than \$150,000 as provided by 17 U.S.C. § 504(c)(2).
23

24
25 5. Statutory damages for removing or hiding metadata/attribution of IP
26 works as the Court deems just and proper of a sum not less than \$2,500 or not
27

1 more than \$25,000 as provided by 17 U.S.C. § 1203(c)(3)(B)

2
3 6. Statutory damages and civil penalties pursuant to California Civil Code
4 §1794(c), up to two times actual damages, based on Defendant's willful and
5 knowing violation of warranty obligations, lack of repair infrastructure, and
6 systemic refusal to comply with California consumer law.
7

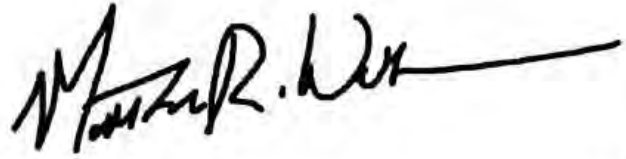
8
9 7. Punitive damages in an amount no less than \$4,000,000, based on
10 Defendant's fraudulent inducement, willful concealment of repair limitations,
11 deceptive business practices, and reckless disregard for the rights of consumers,
12 artists, and developers who rely on functional equipment to meet commercial
13 deadlines. Plaintiff has satisfied clear and convincing evidence of oppression, fraud
14 or malice to satisfy this condition pursuant to CA Civ. Code § 3294
15
16

17
18 8. Costs of suit, including all filing, service, and litigation expenses borne by
19 Plaintiff.
20

21 9. Pre- and post-judgment interest, as permitted by law.
22

23
24 10. Any and all further relief the Court deems just and proper.
25
26
27

Dated this 9th of May, 2025:

A handwritten signature in black ink, appearing to read "Matthew R. Walsh", with a long horizontal flourish extending to the right.

Matthew R. Walsh
Plaintiff In Pro Per

05/12/2025

Rokoko claiming in 2022 they had sold 1,000 SmartSuit II's already.

 3



 Reply
 Award
 Share
 ...



 4
 
 Reply
  Award
  Share
 

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko user complaining Rokoko took their money, shipped nothing, refused refund.



r/Rokoko • 31 min. ago

beefellington



Ghosted by Rokoko?


I saw a post here in this subreddit a few days ago from someone trying to get a refund from Rokoko for an order that hadn't shipped yet, saying that Rokoko support had effectively ghosted them. I'm not sure where that post went, but I'm now in the same situation.


I made an order, got told by Rokoko that they're delaying shipments to the USA due to tariffs, asked for a refund instead, and have now been ghosted by Rokoko support. They were responsive for all of my questions before I asked for a refund, and now they're nowhere to be found.


Any ideas on what to do? Does anyone know what happened to the poster that had the same issue a few days ago?


Thanks!


 2 

 0





 unwork • Promoted



r/Rokoko

Rokoko
A community for people who are into motion capture

 Created May 1
 Public

1K
Members

USER FLAIR
 Suitable-W

RULES

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko creative director on the defense in reddit. Reiterates the 30-day money back policy.



TheJabberwockLives • 8mo ago

I'm biased (creative dir. for Rokoko :)) - but imo we're great haha. Can never understand the hate for our product - sure there will be clean up depending on what you wanna do, but there is cleanup with literally ALL mocap because the chars proportions almost never match your body's proportions. if you want to see how the suit performs I have hours and hours of raw livestreams on the Rokoko YouTube channel using the suit. Also 30 day money back return policy. Also we have a deal for 45% off currently for indies. For what it's worth haha obviously I'm biased again :)

↑ 1 ↓ ○ Reply 🏆 Award ➦ Share ...

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko user review stating they had not received their suit even after 1 year. Refusal to ship, refusal to refund.



Rokoko



Konstantin Domanov doesn't recommend Rokoko.

February 22, 2022

My friend and I ordered the suit in October 2021. The money was paid in full - 100%. They still haven't sent us the suit. They cite delivery delays. But I think we are just being deceived. Now I'm starting consultations with a lawyer about the legal side of this case. It is sad.



1

6 comments



Like



Comment



Send



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Most relevant



Rokoko

Konstantin Domanov Hi, Konstantin! We're really sorry to hear your experience with us has not been great. As we're sure you know by now, the delays are a direct result of component shortages that has been the issue for the entire industry, not just for... [See more](#)

3y Like Reply



Konstantin Domanov

My partner Alexander Ogorodnikov placed an order on October 19, 2021. We hoped that the costume would be sent to us at least two months later, due to the disruption in the supply of components, as reported on your website. But it's been over four month... [See more](#)



3y Like Reply



Rokoko

Konstantin Domanov Hi, again. We're terribly sorry about the impact our delays have had on your work and we understand your frustration. But in order to get any tangible information regarding your order, we kindly encourage you to contact customersuccess@rokoko.com. Social media doesn't deal with shipping, nor do we have access to any information related to your order. The customer Success team will be able to provide you with shipping updates

3y Like Reply



Konstantin Domanov

So is your company going to send us a suit or not?

3y Like Reply



Patrick Giguère

Konstantin Domanov did you get your suit????

1y Like Reply



Valdas Giniunas

Konstantin Domanov still waiting for delivery???

12w Like Reply



Comment as The Next World



WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko user calling out Rokoko and threatening a \$200M class action against the company for taking money, not shipping and also accusing them of violating the public trust.

← from:CITPrep_Radio rokoko ...

Top Latest People Media Lists

that is insinuating we took advantage of our users is wrong, let alone very far

2 1 3

CITPrep Radio @CITPrep_Radio · Apr 16, 2022

Replying to @hellorokoko

THEY TOOK MILLIONS OF DOLLARS IN PRE ORDERS KNOWING THEY HAD NO PRODUCT TO SELL AND VIOLATED THE PUBLICS TRUST.
ROKOKO DID THIS FOR UP FRONT CAPITAL BECAUSE THEY ARE LOOSING MONEY AND OPERATING AT A LOST AND SOON TO GO BANKRUPT.

@vicon
 @noitomocap
 @Xsens

Konstantin Domanov doesn't recommend Rokoko
 February 22 · 0

friend and I ordered the suit in October 2021. The money was 100%. They still haven't sent us the suit. They cite delivery is. But I think we are just being deceived. Now I'm starting litigation with a lawyer about the legal side of this case. It is si

4 Comments · 1

Pokla Rou Pokla doesn't recommend Rokoko
 February 22 · 0

I ordered rokoko suit, and 4 week ago, I emailed customer service for shipping update, I sent another email, and still no response. now I don't how long I have to wait for my order or whether they started shipping (which I suppose to start this month) and not one is responding to my email. Why is the customer service communication so bad. I paid a lot of money, this is not a way to treat your customers

3 Comments · 1

WE SHOULD FILE A CLASS ACTION LAW SUITE AGAINST ROKOKO.
 THEY TOOK MILLIONS OF DOLLARS IN PRE ORDERS KNOWING THEY HAD NO PRODUCT TO SELL AND VIOLATED THE PUBLICS TRUST. WE SPENT \$5K FOR A SUITE AND ITS BEEN 5 MONTHS AND STILL NO SUITE.
 ROKOKO DID THIS FOR UP FRONT CAPITAL BECAUSE THEY ARE LOOSING MONEY AND OPERATING AT A LOST AND SOON TO GO BANKRUPT

Share

CITPrep Radio @CITPrep_Radio · Apr 15, 2022

Replying to @hellorokoko

Class action lawsuit against **Rokoko** on the way \$200 million in damages.
 #madewithrokoko #nocap

2 3 4

CITPrep Radio @CITPrep_Radio · Mar 21, 2022

Replying to @hellorokoko

Ship the new suits out and we can be the judge of how great it is. #rokoko
 #rokokoshipping

1

05/12/2025

6

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko users stating Rokoko will not cancel order or ship units and that their equipment is not quality.



hellorokoko

Original audio

...



terryallan_905 Rokoko is 🗑️



1w Reply



jacken85 How to use your free animations in unreal? They give me errors when I try to import it.



12w Reply

— Hide replies



winteryeargames @jacken85 feel free to respond here, i'll help you (not affiliated with Rokoko)



13h Reply



timfox_ Ugh would be cool to finally have one of these



18w 1 like Reply



creamycilantro Your customer service is terrible I ordered wires for my suit weeks ago and never got an email they been shipped. It took an additional four weeks just to get my quote to order them this is not a reliable product most the time sensors don't even work... and all their solutions are bandaid solutions.



33w 2 likes Reply



mega_roma nice that now you have something for indie.. and I qualified. but sadly don't have any money.. so I'll hand-animate for now..



34w 3 likes Reply



film_guy2099 I have been trying to cancel my pre-order for the headcam rig for 2 weeks now and no one will help me, your company has terrible customer service



05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Search results on Rokoko's official reddit page showing other users had bricked suits, firmware, sensor issues around the same time that Plaintiff did.

Q r/Rokoko firmware

Posts Comments Media

Relevance All time

Show results from all of reddit

r/Rokoko 3mo ago

Could not load device info / can't get sensor data

3 votes 1 comment

r/Rokoko 3y ago

Anyone having this bug?

3 votes 6 comments

r/Rokoko 3mo ago

[HELP] Smartsuit Pro II – Leg sensors blinking green, stuck in bootloader mode

2 votes 2 comments

r/Rokoko 7mo ago

Stuck in Bootloader mode?

2 votes 1 comment

r/Rokoko 2y ago


Bootloader problem?

4 votes 0 comments

r/Rokoko 2y ago

Issue with Studio software

1 vote 4 comments



05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko user stating the sensors failed and Rokoko support is not available.

←  r/Rokoko • 3 mo. ago
DarkStoneDigital

...

Could not load device info / can't get sensor data

I'm having a pretty bad issue here that I'm hoping someone else has experienced. Suit was working fine a few days ago. Then I put it on today and suddenly it will not connect over wifi. If it does it can't find data. Sometimes it will connect and the leg sensors will be wrong and the head sensor will be tilted 90 degrees.

When I connect via USB to my computer, it claims things are fine. Other times it told me it couldn't find data but I took it to my computer upstairs and it seems to connect fine via USB. I try to connect via wifi or hotspot on the suit and it simply won't connect or it will give the sensor issue above.

Other times, I have seen no data but shows the sensors are all there and lit green. Once time all sensors showed off but would randomly flash quickly as yellow or green. I've reset the suit about a million times now and have done a reinstall of the firmware.

I'm at a loss and I'm in the middle of crunch for a project milestone. I've contacted support but they won't be available until tomorrow some time or late tonight (I'm in the US)

So I'm here hoping someone has come across a similar issue and found a fix. I was thinking of going and getting a dedicated router to see if that helps in anyway but my gut tells me it's not that. All the sensors look good at first glance. I've been very careful with the suit.

↑ 3 ↓

🗨 1

👤

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko user claiming the same failures as Plaintiff's equipment.



r/Rokoko • 3 mo. ago
Klutzy-Technology279

...

[HELP] Smartsuit Pro II – Leg sensors blinking green, stuck in bootloader mode

Hey everyone,

I'm having an issue with my **Smartsuit Pro II** where **the leg sensors are blinking green and seem to be stuck in bootloader mode**. Rokoko Studio **detects the suit**, but **does not recognize the leg sensors** at all.

What I've tried so far:

- ✓ **Swapped cables and sensors** from a working suit – issue persists with the same leg sensors.
- ✓ **Tried multiple reboots and reconnecting sensors** – no change.
- ✓ **Followed the steps on the Rokoko website to reset sensors** multiple times – nothing helped.
- ✓ **Firmware shows as up-to-date** in Rokoko Studio, so I can't force an update.


Has anyone else had this issue? If so, how did you fix it? Is there any way to **force reinstall the firmware** on specific sensors that are stuck like this?

Any help would be greatly appreciated – I need to get this working ASAP!

06/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko user claiming the same failures as Plaintiff's equipment, support staff unavailable.

←  r/Rokoko • 7 mo. ago
lagsywagsy

...

Stuck in Bootloader mode?

Is there anything I can do to help bypass bootloader mode? I sent in a support ticket but coming from California, their CS hours don't match up and a client project we have is coming down to the wire.

↑ 2 ↓

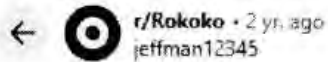
🗨 1



➦ Share

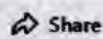
WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko user claiming the same failures as Plaintiff's equipment, support staff unavailable.



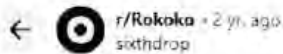
Bootloader problem?

I keep having the rokoko mo-cap suit v2 connect for about 15-20mins then all sensors go gray like the bootloader problem on your support website while using beta. I have had the cable hooked up during all firmware updates but during one beta installation it crashed after installing the firmware update. Maybe someone can help me out with this? The gloves still work after 20mins but the suit does not. If i restart the beta program the suit works again. When I run inside of studio instead of studio beta without linking to an actor I get the bootloader problem but I will try again.



WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko user experiencing sensor issues, support staff refusing to address it, reiterating the same non-working "fix" they recommended last time.



r/Rokoko • 2 yr. ago
sixthdrop



Issue with Studio software

Hello there!

Our studio acquired the Rokoko Smartsuit Pro 2 in the fall of 2022. However, since then, we have been experiencing issues with the Rokoko Studio application. We are unable to use the Smartsuit gloves together with the Smartsuit Pro, as our arms start randomly rotating. We haven't encountered this type of issue with the legacy software. I have reached out to the Rokoko support team multiple times regarding this problem, but they have only suggested waiting for the next update. The last time they advised waiting for the May update, but it didn't resolve the issue.

Is anyone here facing a similar problem? Could it be possible that we have received a faulty Smartsuit Pro 2?



1



4



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Unhappy-Blacksmith77 • 2y ago

That's some horrible feedback it seems like this suit isn't all that great the foot works great it seems like the issue with the gloves start to cause trouble when it's in front of your body ftmp I would suggest moving anything with magnets



2



Reply



Award



Share



Unhappy-Blacksmith77 • 2y ago

I think it has to do with your connection or router something is lagging I saw some of the hand movements matched after the lag



2



Reply



Award



Share



sixthdrop OP • 2y ago

Here is footage how my smartsuit pro 2 performs with and without gloves: <https://www.youtube.com/watch?v=Sue9yNv-hqI>



1



Reply



Award



Share



sixthdrop OP • 2y ago

I reached out to support again, and they asked me to provide a log file from the gloves. It appears that there was a hardware issue with them, and they requested that I ship them for warranty. Issue solved!



1



Reply



Award




Share



WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko customer sharing complaints, claims Rokoko refused to refund. After months of repeatedly requesting a refund, Rokoko finally refunded.

←  r/Rokoko • 2 yr. ago
Worth_Ability_3808



I Hate My Rokoko Suit

Edit: Finally got refunded August 7th. Tried 3 different methods, team seemed to be out of office pretty frequently. A ton of emails exchanged. Overall I'm just glad I didn't send in the suit to never get a refund, but it took so long that I really believed that was going to be the case for a while. Lost a couple hundred to PayPal fees.

Edit: Been waiting on a refund since May 24th when they received the suit and communicating with their team since May 9th. 😞 it's currently June 14th. I'll update when it goes through, but it's been a process. They tried to refund me a lot less than I paid so I sent them the invoice which was for around 5k. They tried saying it was for half now and half once they received the suit, but I never got half of the refund. I'm bummed it's taking so long tbh, but I'm hopeful.

Original post: This thing is a trouble shooting nightmare and it's probably the worst money I've spent in my life. I've tested it 3 times and had issues troubleshooting every time, but figured it was something I could fix on my end. Until today when 75% of my sensors just stopped working. I found it was a hardware issue. I literally haven't gotten anything usable out of this suit.

This thing has only brought me stress and I may as well have animated from scratch or used something like move ai, it works worse than your free ai mocap tool. I'm just devastated and I wish I could get my money back but according to the refund policy I can't since it's been over 30 days (Really, not even 90?).

Your customer service you have to pay extra money just to talk to a person on the phone 'for a limited time'. I can see why because I'm sure you have a ton of people disappointed in this product. Also doesn't track well with magnets or too much metal in the room? Come on, 🤔

I couldn't even imagine selling this thing to someone with a good conscience. To be fair I actually like the gloves (except they stop working for me if I put anything metal in my hand like an iPhone) but that's sadly the only good thing I can say about it. Don't waste your money on this thing. I wish I did more research on it. If I knew I was paying 5k for a panic attack I would've just not.

You need a dedicated router, a recommended power supply, and if you're using a third party software any plugins you need may cost extra money. For example character creator live link costs \$600 on top of the thousands you may spend on the suit. Then to do livestream data you need to pay for a monthly subscription on top of it all. My sleep paralysis demon wears a rokoko suit.



Locked post, New comments cannot be posted.

↑ 26 ↓

💬 30



➦ Share

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko user claiming they have performed every possible fix, most of the sensors went bad. (around the same time Plaintiff's suit was bricked by Defendant's firmware update)



Nebula480 • 2y ago

As somebody who has purchased the first suit and hated it, the second suit was literally day to night difference with very minimal cleanup. I don't work for this company and they're not paying me but it definitely sounds like you've got a bad suit because I guarantee once you're able to put on the second suit and have it synced up with your software, you'll wonder how you ever did anything without it. I to have had the sensor issue and had to reboot everything.



3



Award



Share



Worth_Ability_3808 OP • 2y ago

Yeah I tried rebooting everything, reinstalling the firmware as suggested, I even tried it on 3 different computers, two different battery packs, and two different routers. I could have definitely gotten a bad suit it's weird that most of the sensors just went bad.



2



Award



Share



WALSH v ROKOKO ELECTRONICS - EXHIBITS

Customers claiming returns and refunds take a long time along with billing complaints, customer service complaints and claims of "ghosting" and stealing money.



ThatGuyinGray • 2y ago

Man, horror story. Whats the update?



2



Award



Share



Worth_Ability_3808 OP • 2y ago

Updated original post! Got refunded but it took a really long time and was honestly a pretty frustrating experience overall. I'm just glad after 3 months I got most of the money back.

Currently using move.ai which is giving me better results. I can't really comment on it comparatively to the rokoko suit since I think I received a bad one to begin with. I didn't get a single usable session and troubleshooted for months. Got a usable session with move.ai first try. Cost wise it makes more sense if you have friends with iPhones too. Haven't had to contact their customer service so I can't comment on that. I'm just glad to finally be making progress on a mocap project after being dragged through the mud. 🙄



2



Award



Share



BrokenStrandbeest • 1y ago

Very expensive, flakey piece of crap. I just get angry when I see it hanging, unused.



2



Award



Share



Worth_Ability_3808 OP • 1y ago

I'm sorry you're dealing with similar issues. 🙄 you could try to return it but the process did take a really long time for me.



1



Award



Share



Hide_9999 • 1y ago

same, didnt have the best experience and neither with their customer service. Also, charging to use the suit after u paid for it...i would never have bought it if i knew i wouldnt be even able to use it without having to consistently fill their pockets



2



Award



Share



soliddiesel • 1y ago

I never believed all the bad stories about ROKOKO but let me tell you: ROKOKO SUCKS
SOOOOOOOOOOOOOOOO BAD!!!! OMG!!!! Their product is trash! Extremely innacurate! You have to do sooo much cleanup after each recording! And they are complete scams and liars!!! After returning their product(within the 30days) they ohosted all my emails for months. They basically stole my money and then

WALSH v ROKOKO ELECTRONICS - EXHIBITS
Continuation from #15**soliddiesel** • 1y ago

I never believed all the bad stories about ROKOKO but let me tell you: ROKOKO SUCKS
SOOOOOOOOOOOOOOOO BAD!!!! OMG!!!! Their product is trash! Extremely innacurate! You have to do soooo
much cleanup after each recording! And they are complete scams and liars!!! After returning their
product(within the 30days) they ghosted all my emails for months. They basically stole my money and then
had the nerve to attempt to charge my credit card again after all this. Luckily I had already reported them to
my credit card and so the transaction got blocked. This was the worst company I ever dealt with in ny life!
SAVE YOUR MONEY. unless you got thousands of dollars to waste! Or go to another company! Never
again!!!!!!



2



Award



Share

**LifeCartographer5535** • 1y ago

I don't like the Smartsuit Pro II. But the OP sounds like a serial complainer.. Just a bit of an over-reaction to get
a refund it sounds like lmao.



0



Award



Share

**Worth_Ability_3808** OP • 1y ago

I mean I think if you get a broken product you should either get it replaced or get a refund is that not
good business practice? lol 😂 hell yeah I complained that was the worst purchase I've ever made. I can't
even remember the last time I asked for a refund on something tbh.



1



Award



Share

**LifeCartographer5535** • 1y ago

Like, I kinda agree with you. I was in the same situation, the drift and interference on the suit is a
joke. I'm in two minds, because there's lots of people who've used the suit and make insanely good
stuff with some cleanup.. Which made me think, is it the suit, or is it me that is the problem. What I
hate the most is that they've added an add-on product to solve some of the issues with the suit, but
it's like an extra £1000 to get it. I feel that product should be shipped to every customer free of
charge, because of the poor quality of the SmartSuit pro II. I wish I had the motivation to be
persistent and get my money back too - but, it was my workplace that paid for it, so I could care less
lol.



2



Award



Share

**Worth_Ability_3808** OP • 1y ago

Ah fair yeah I run a small business so it's more important I don't waste the money lol. I had

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Customer complaining the firmware update bricked the sensors. Other customers stating they had the same issues and had to return.



Typical_Calendar_966 OP • 3y ago

I just updated firmware and suddenly sensors froze. Im using Mac so the windows patch rokoko links in support doesn't work obviously.... Any one knows how to fix this ?

👍 1 🗨️ Reply 🏆 Award ➦ Share ...



fantabuly • 3y ago

My fix was unfortunately returning the suit and never looking back.

👍 1 🗨️ Reply 🏆 Award ➦ Share ...



Typical_Calendar_966 OP • 3y ago

Damn ... give me some hope bro

👍 1 🗨️ Reply 🏆 Award ➦ Share ...



fantabuly • 3y ago

contact support, let them run you through the troubleshoots and they may even suggest getting on a Zoom to do some steps live. They may suggest sending it back to be looked at anyways. so be prepared for that process. Could be the sensors, could be electromagnetic interference in your place and you'll end up hundreds deep trying to swap out Ethernet cables and modem/routers, could be software.

But if we're being honest, I would also consider looking at some of the posts that are common here with people reselling their suits, and the reasons why. It's something to consider... I do wish you the best of luck. I know how excited I was when I finally got mine two months ago, but the problems were just too much.

👍 2 🗨️ Reply 🏆 Award ➦ Share ...



Typical_Calendar_966 OP • 3y ago

Thanks I'll try my best , Good news is the sensors worked right before firmware update 🙏

👍 1 🗨️ Reply 🏆 Award ➦ Share ...



Dave_Rokoko • 3y ago

The solution is plug & play but not a magic button to instantly get high quality, which unfortunately causes some users to dismiss the suit as not being viable, even though they only perform one step of the intended workflow. Thankfully it does not take much more than a butterworth filter in Maya or keyframe decimation in Blender - and if necessary - followed by a bit of repositioning with an animation layer to get it to look really good. There's of course

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Customer claiming sensors are not working, cables do not fix the issue and customer service will not offer parts, repair or replacement per SONG-BEVERLY



r/Rokoko · 1 mo. ago
Fluffy_Ad8313

...

Smartsuit pro I missing sensor

Hi hoping someone can help with this as support have told me they can't help me as they no longer service this suit.

Just bought it off ebay and it came with 2 of the sensors not being recognised. After following the instructions to power cycle, one came back online. The other at the top of the left leg is not coming back on. I have gone through the steps to replace the sensor which didn't work. So I assumed it was the cable and I simply swapped the cable above with the other leg cable but nothing changed which is a bit confusing.

The lights on the sensors are all normal so I'm a bit worried there's an issue with the hub.

Has anyone got any ideas?



Share

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant reaching out to a customer on Reddit advising them they have a sensor failure and to contact support. This shows Defendant monitors customer complaints and product issues but ignores the majority of them.



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Reddit Ads are just better

✓2nd Largest audience of B2B
decision-makers on the web

✓3/4 Decision makers plan to use

Join the conversation

Sort by: Best Search Comments

RokokoTeam • 1y ago









This sounds like a faulty sensor - please reach out to support@rokoko.com for investigation and potential repair

1 Reply Award Share

20

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko users complaining hardware doesn't work, support delays and deflects and can take weeks to reply.
One user complains about sensor errors.

-  **hellorokoko** We've just published a deep-dive workflow video showcasing the unique benefits of the Coil Pro – from multi-actor scenes to precise prop interactions. 📺 See now live on our YouTube channel (link in bio).
- P.S. ⌚ Today's your final chance to grab the Coil Pro with a 15% discount. Don't miss the wave! 🌊
- #mocap #3d #motioncapture
- 6d1w
-  **vonoactor** Anyone in Uk with the equipment to colab or rent it out? ❤️
- 1w Reply
-  **mk.proj.studio** No f*ing way. We bought two suits with their smart gloves and coil, and nothing works. Every response from Rokoko is that they're 'working on fixing the issues'... but from the moment you send an email with a problem to the moment they reply, it can take WEEKS. 😞 ❤️
- 2w Reply
-  **timfox_** So cool ❤️
- 11w 1 like Reply
-  **niltolas091** Firme! A @magfilmesbr tem essa tecnologia. ❤️
- 19w 1 like Reply See translation
-  **mh.zarei2811380** Please add monthly services, so that small teams without sponsors can also use the services. 🙏🙏 ❤️
- 49w 3 likes Reply
- View replies (1)
-  **gustnightride** 🌟 Smartsuit 1 + smartgloves work with the coil pro? Received the mail about Smartsuit 1 not recieving more updates, used it so little times bc of sensor errors and back and forth with support, hope we have a way to upgrade it to smartsuit 2 or something... ❤️
- 17w 2 likes Reply
- View replies (1)
-  **sunchild_x** Hello , where I can write for support ? ❤️
- 5d1w 1 like Reply
- View replies (1)

05/11/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Customer complaining about sensor errors, Defendant follows them on social media back.



gustnightride Smartsuit 1+smartgloves work with the coil pro? Received the mail about Smartsuit 1 not recieving more updates, used it so little times bc of sensor errors and back and forth with support, hope we have a way to upgrade it to smartsuit 2 or something...

52w 2 likes Reply

View online (1)



gustnightride

Follow

Message



131 posts

3,637 followers

973 following

Augusto Solis

gustnightride

Artist

CHIQUI AR

Animator @nightridevisuals Founder of @reaxis_studio @contentmrkt

Followed by hellorokoko

22

WALSH v ROKOKO ELECTRONICS - EXHIBITS

A customer complaining about paying for equipment only to have Defendant make excuses about shipping dates, refusing to refund, refusing the even reverse the payment, advertising 30 day refund, project halted. No customer support interaction.



r/Rokoko • 10 min, ago
Creepy_Ad_4526

...

I'm frustrated

I ordered an indie bundle + coil pro 8 days ago. I think it was easter time. And I chose separate payments. They got my first installment. And sent me an email that they can't ship to the US because of the tariffs, and I should wait until June. I told them I can't wait, because I have to take a trip with my kids for the summer. And will be back in September. I asked them to make a refund. No reply. They said it's impossible to reverse the deal, and they are looking for ways to do it. I'm not sure what that means, how do you even do business if you can't reverse a payment, and why would you even advertise that you do 30 days full refund? My project is halted, and my money is gone. I'm so frustrated now that I won't even use their product for free.

No numbers, no online support. Nothing. You email them, and they get back to you in days. Medieval.



1



0



Share

06/12/2025

23

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Customer stating Defendant states weekly they will ship the suit but it took months to arrive. When some of the hardware arrives, it's broken, additional multiple weeks for replacement, Defendant threatened to charge for replacement under warranty.



ThatLocomotive • 2mo ago

My experience with Rokoko and their customer service was not great.

When I first ordered my suit and gloves they told me it would take 2 weeks to ship. That was fine because I ordered the suit several months earlier than I needed it thinking I was giving myself plenty of time to experiment with it and offset any potential delays in shipping. They missed the 2 week deadline and for the next 2+ months they sent me a weekly email saying the suit is expected to ship "next week." It obviously never came next week.

It was extremely frustrating and I felt like I was getting placated over and over again. I told them several times to please just send me an email when they actually know they can ship it instead of these false updates. I obviously missed the shooting day I had planned with a client and we had to shift a lot of our plans because the suit simply did not come.

After several months of this, the suit and gloves finally arrive and guess what? I had a similar issue that you had. The thumb on the glove was not working because they made the wire too short to reach the end of the thumb, meaning it could not register thumb movement properly. They did end up sending a replacement glove but I did have to send them a video showing the problem and I had to wait several more weeks for the replacement to come. The cherry on top? I asked them several times where to send the broken glove I had and they didn't respond. Then, like a month later they threatened to charge me for the glove because I hadn't sent it back yet and they only backed down when I showed them the email exchange of me asking for the shipping info that they failed to supply.

All I can say is good luck, be persistent, and it's not just you.



2



Reply



Award



Share



iantense OP • 2mo ago

I appreciate this. It's extremely frustrating that they are putting this burden on me. They've already dangled my warranty in front of my face, and I'm starting to get the lck from these guys.



2



Reply



Award



Share




ThatLocomotive • 2mo ago

Yeah that sucks. Sorry to hear it. I would maybe do what I did and send them a video showing it not

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Customers complaining support takes months, shipped broken hardware, refusing to take accountability, blaming cables despite having instant, live diagnostic information to the contrary.

←  r/Rokoko • 2 mo. ago
iantense

...

How many others received their products broken?


I have been dealing with Rokoko Customer Service for a few months now. They shipped me a broken glove, with an unresponsive index finger, and have been pretty unhelpful about it, sending me repair instructions for a product that was shipped to me broken.

Is this rare? Anyone else dealt with this??

↑ 4 ↓  9  [Share](#)


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 **Nebula480** • 2mo ago


The first suit was crap and really had to clean up a lot and the second one was night and day difference with more accuracy, but eventually the arm did stop working and was surprised that they also sent me instructions and that if I wanted to have a replacement cable sent out to me it would cost me money, luckily I still had the box with the additional cables they originally sent and was able to fix it pretty fast by their instructions.

 2   Reply  Award  Share ...

 **iantense** OP • 2mo ago


Wow, so must be a pretty common issue.

↑ 1 ↓  Reply  Award  Share ...

 **TheNewWave743** • 2mo ago

I've had mine for maybe 3 years now and haven't had a problem but I'm not the heaviest of user.

↑ 2 ↓  Reply  Award  Share ...

 **AdVisual8487** • 1mo ago

I had them repair a broken glove, they did the job but it cost \$500 and took 4 months to get the glove back. 3 months to clear customs in Denmark and 1 month for them to actually do the job. They could have just sent me the part and I could have done it myself because at least in the US we know how the mail works but that was too complicated and easier for them. A few months ago I had issues with the glove again. I spent 1k on ebay

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Customers complaining they have lost time and money on set due to equipment failures with live actors present. Defendant replies trying to assist. Defendant also admits the presence of external metadata. Customer complains about numerous issues, unable to use for 7 months.

Q r/vfx Search in r/vfx



Dave Rokoko • 3y ago

Sorry to hear that you've been having these issues! Studio Beta is still in development so there's bound to be hiccups now and again, though loosing data like that is certainly not something we're taking lightly. It is steadily improving though and it's the first time I hear someone experiencing this, thankfully.

I've not run into the issue with Legacy refusing to export animations before either. I'm assuming you're already in contact with support about this, but have you tried taking the .srec-files from one installation of Studio Legacy and moving them to another, to see if the export problem persists across installations? You can access the folder they are located in by right-clicking on the take in Studio and selecting "Open Folder". Just remember to copy over the .meta-files as well, as they contain additional information on the clips used by Studio.

1 Reply Award Share ...



MARUI-Plugin • 3y ago

It isn't just "hiccups". It's:

- losing hours of work with a professional dancer just because "servers went down for some period of time".
- export to Maya HumanIK uses the wrong skeleton,
- limbs are tracked so badly that they intersect / pass through each other a lot.
- fingers are bent backwards.

I reported all these and more to support over a month ago and nothing was done. Not even a notification on how long it will take to fix any of them.

It's been 7 months now since we ordered the suit, and we still haven't been able yet to create a single usable motion capture recording. It's a completely unusable product at this stage.

3 Reply Award Share ...



spoonesteban • 2y ago

same here man. I've been having the exact same issues.

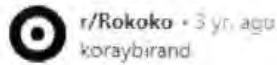
It's heart breaking because they market towards smaller artists and independent artists, the ones that spend a months salary... then you subscribe to pay even more... and eventually you've spent thousands of dollars and all you have is lost hours, stress levels are up, and so on

3 Reply Award Share ...

26

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Customer claiming they received an e-mail saying SmartSuit 2 just uses SmartSuit 1 electronics. Indicating availability of parts even for Plaintiff's suit and that Defendant simply rebranded an old product as new/improved.



r/Rokoko • 3 yr. ago
koraybirand

SmartSuite II

I received an email from rokoko stating that all the suits purchased within 2021 actually has smartsuite pro II electronics. I was amazed. So the suit which was just hanging in my closet suddenly gave me a hope. So i did the necessary firmware updates and decided to give rokoko a second chance. Check the below link :

https://drive.google.com/file/d/1fRq6liH_1z26MEyg8_8z5LcFkc/fyWo9/view?usp=drivesdk

Who would go through the hassle to clean up this animation. I could make it from scratch much more quicker. Sorry guys I am really angry with rokoko

↑ 3 ↓ 14 🔔 Share

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upwork can help.

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Sort by: Best ▾ 🔍 Search Comments

Nurolight • 3y ago

Angry about what?

⊖ ↑ 2 ↓ 🔍 Reply 🏆 Award ➦ Share ...



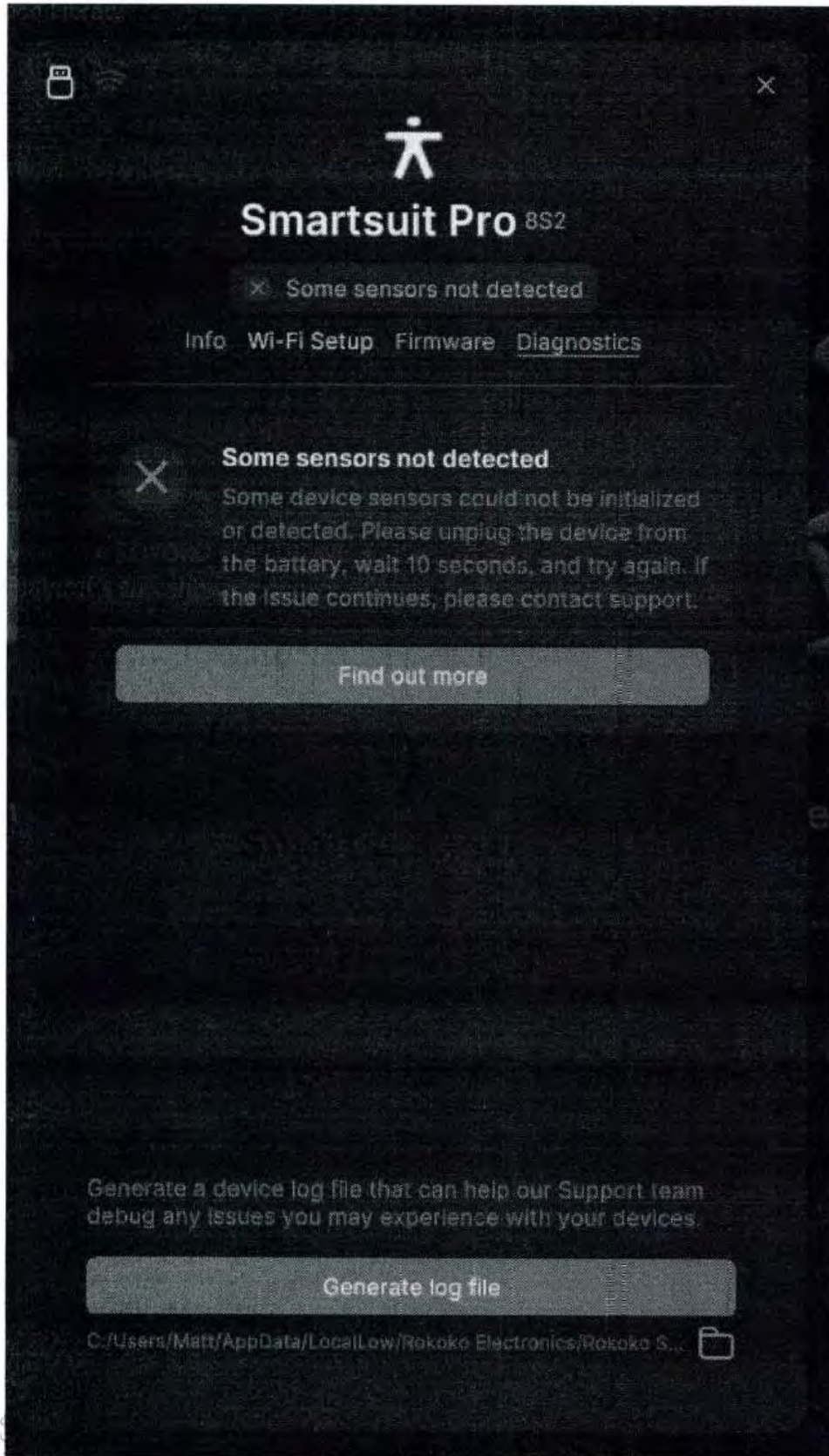
koraybirand OP • 3y ago

Angry about —> lack of quality

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Plaintiff's suit showing sensor failures. Defendant claimed it was a cable issue.



12/28/25

28

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant showing missed deadline for video game submission to Nintendo and validation of SKU

[NDP] The Expected Lotcheck Submission Date for THE NEXT WORLD (LOGIC NINE, LLC) has passed

File Message Help

Delete Archive Reply Reply All Forward All Apps To Manager Team Email Mark Unread Follow Up Immersive Translate Zoom

[NDP] The Expected Lotcheck Submission Date for THE NEXT WORLD (LOGIC NINE, LLC) has passed

noreply@noa.nintendo.com

Mon 3/24/2025 11:16 AM

Nintendo Developer Portal

2025-03-24 18:16:20

The expected Lotcheck submission date has passed. Please update the date along with the expected release date as needed.

Game Code: HAC-P-BCV4A
Product Name (English): THE NEXT WORLD
Product Name (Japanese): 次の世界
Product Name (Kana): ザー・ネクスト・ワールド
Publisher: LOGIC NINE, LLC
Product Type: Full Product (製品版)
Platform: Nintendo Switch

Display Version: 1.0.0
Release Version: 00
Submission Version: 00
Release Type: Initial Release (初回リリース)
Submission Type: Lotcheck (ロットチェック)
Expected Lotcheck Submission Date: 10/14/2023
Expected Release Date: 02/18/2024
Delivery: Digital (ダウンロード版)
Sales Region (Card): N/A (N/A)
Sales Region (DL): Americas, Europe + Australia, Japan, Asia (Hong Kong, Taiwan, Korea) (米州、欧州+豪州、日本、Asia (香港・台湾・韓国))
Card Size: 32GB (32GB)
Uses ROMs That Differ Between Regions: N/A (N/A)

NDP Licensing Contact: Nintendo of America
NDP Lotcheck Contact: N/A

Click [here](#) to view the product

This is an automatically generated email. Please do not reply.

Best Wishes,
Nintendo

This e-mail was sent by Nintendo Co., Ltd., 11-1 Kamitoba-Hokotate-Cho Minami-ku Kyoto, 601-8501 Japan. Representative Directors: Shuntaro Furukawa, Shigeru Miyamoto. Registration number: 1300-01-011420.

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko software remotely signaled to disable Plaintiff's account.

```
Flow Details
2025-05-04 23:31:13 POST https://3.168.147.41/graphql
- 200 OK application/json 161b 378ms

Request Response Detail
Content-Type: application/json; charset=UTF-8
Content-Length: 161
Connection: keep-alive
X-Amz-Cf-Pop: LAX54-P1
Date: Sun, 04 May 2025 06:31:14 GMT
x-amin-appsync-TokensConsumed: 1
x-amin-RequestId: 11b0e744-0be6-4c63-9607-cc15acbf0204
Via: 1.1 20e38fc9b3806ab4036380386de24000.cloudfront.net (CloudFront), 1.1 17056b39a149c01f790d0fdb2001624.cloudfront.net (CloudFront)
X-Cache: Miss from cloudfront
X-Amz-Cf-Pop: LAX54-P3
X-Amz-Cf-Id: V4F_IkZaTg5Y4gsbiIZsDyWSrPV_CA1r6-gktID2v9IZMISG0GpawQ==

JSON
{
  "data": {
    "revokeDeviceAccess": {
      "user_id": "a8d6d957-0dc4-42aa-b42c-e765e7d76f90",
      "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
      "device_limit": 1,
      "devices": []
    }
  }
}
```

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant tracking even when a user looks at the settings window

```
Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-04 00:58:56 POST https://3.167.192.118/graphql
+ 200 OK application/json 29b 361ms

Request Response Detail
User-Agent: TeamAppsync/0.2.0.0
X-API-Key: da2-pa7tlmpnvbcpdhe7l46q3eodvu
Content-Type: application/json; charset=utf-8
Content-Length: 1994
Host: rmp-gql-public.rokoko.com

GraphQL [ :auto]
{
  "query": "...",
  "variables": {
    "input": {
      "events": [
        {
          "event_name": "studio_settings_opened",
          "event_properties": {
            "{ \"$app_build_number\": \"0\", \"$app_version\": \"2.4.8\", \"$os\": \"Windows\", \"$os_version\": \"Windows 10 (10.0.19045) 64bit\", \"$mp_country_code\": \"US\", \"$screen_height\": 2160, \"$screen_width\": 3840, \"$screen_dpi\": 144.0, \"$mp_lib\": \"unity\", \"$os_language\": \"en\", \"$mac_address\": \"B42E999FD72B\", \"$device_service_version\": \"1.0.190\", \"$device_service_sha\": \"7369b33a0a24fef74627066c50d388a35408f4ea\", \"$created_at\": \"1746345052538\", \"$online\": true, \"$team_id\": \"8ff2cb1e-8024-4b94-ba7d-2d043388a4b5\", \"$team_role\": \"owner\", \"$team_plan\": \"starter\", \"$active_scene_id\": null, \"$ui_context\": \"dashboardcontext\", \"$connected_device_count_usb\": 1, \"$connected_device_count_wifi\": 0, \"$connected_device_ids\": {}, \"$connected_device_types\": []}",
            "distinct_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
            "client_id": "STUDIO",
            "created_at": 0,
            "is_lpm": false
          }
        },
        {
          "event_name": "shortcut_action_fired",
          "event_properties": {
            "{ \"$app_build_number\": \"0\", \"$app_version\": \"2.4.8\", \"$os\": \"Windows\", \"$os_version\": \"Windows 10 (10.0.19045) 64bit\", \"$mp_country_code\": \"US\", \"$screen_height\": 2160, \"$screen_width\": 3840, \"$screen_dpi\": 144.0, \"$mp_lib\": \"unity\", \"$os_language\": \"en\", \"$mac_address\": \"B42E999FD72B\", \"$device_service_version\": \"1.0.190\", \"$device_service_sha\": \"7369b33a0a24fef74627066c50d388a35408f4ea\", \"$created_at\": \"1746345054464\", \"$online\": true, \"$team_id\": \"8ff2cb1e-8024-4b94-ba7d-2d043388a4b5\", \"$team_role\": \"owner\", \"$team_plan\": \"starter\", \"$active_scene_id\": null, \"$ui_context\": \"dashboardcontext\", \"$connected_device_count_usb\": 1, \"$connected_device_count_wifi\": 0, \"$connected_device_ids\": {}, \"$connected_device_types\": [], \"$shortcut_action_name\": \"close-popup\"",
            "distinct_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
            "client_id": "STUDIO",
            "created_at": 0,
            "is_lpm": false
          }
        }
      ]
    }
  }
}

mutation($input: EventInput!){
  trackEvents(input: $input)}

[1494/1624] [ :~u roko] [*:8080]
Flow: e Edit D Duplicate n Replay x Export d Delete b Save body
```

05/12/2025

31

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant tracking when Plaintiff uses the software, how long he's used it for and telemetry regarding his machine.

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
10.0.0.10:8080 -> 10.0.0.1:8080 POST https://3.167.192.118/graphql
* 200 OK application/json 29b 379ms

Request Response Detail
User-Agent: TeamAppsSync/0.2.0.0
x-api-key: da2-pa7t1mgnvbcpdhe7l46q3eodvu
Content-Type: application/json; charset=utf-8
Content-Length: 4718
Host: rmp-gql-public.rokoko.com

GraphQL [ :auto]
{
  "query": "...",
  "variables": {
    "input": {
      "events": [
        {
          "event_name": "session_start",
          "event_properties": {
            "$app_build_number": "0", "$app_version": "2.4.8", "$os": "Windows", "$os_version": "Windows
10 (10.0.19045) 64bit", "mp_country_code": "US", "$screen_height": 2160, "$screen_width": 3840, "$sc
reen_dpi": 144.0, "mp_lib": "unity", "os_language": "en", "mac_address": "B42E999FD72B", "device_s
ervice_version": "1.0.190", "device_service_sha": "7369b33a0a24fef74627066c50d388a35408f4ea", "creat
ed_at": "1746345045628", "online": true, "team_id": null, "team_role": "viewer", "team_plan": "star
ter", "active_scene_id": null, "ui_context": "dashboardcontext", "connected_device_count_usb": 1, "co
nnected_device_count_wifi": 0, "connected_device_ids": {}, "connected_device_types": []",
            "distinct_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
            "client_id": "STUDIO",
            "created_at": 0,
            "is_lpm": false
          }
        },
        {
          "event_name": "studio_started",
          "event_properties": {
            "$app_build_number": "0", "$app_version": "2.4.8", "$os": "Windows", "$os_version": "Windows
10 (10.0.19045) 64bit", "mp_country_code": "US", "$screen_height": 2160, "$screen_width": 3840, "$sc
reen_dpi": 144.0, "mp_lib": "unity", "os_language": "en", "mac_address": "B42E999FD72B", "device_s
ervice_version": "1.0.190", "device_service_sha": "7369b33a0a24fef74627066c50d388a35408f4ea", "creat
ed_at": "1746345045779", "online": true, "team_id": null, "team_role": "viewer", "team_plan": "star
ter", "active_scene_id": null, "ui_context": "dashboardcontext", "connected_device_count_usb": 1, "co
nnected_device_count_wifi": 0, "connected_device_ids": {}, "connected_device_types": []",
            "distinct_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
            "client_id": "STUDIO",
            "created_at": 0,
            "is_lpm": false
          }
        },
        {
          "event_name": "user_plan_entitlements_loaded",
          "event_properties": {
            "$app_build_number": "0", "$app_version": "2.4.8", "$os": "Windows", "$os_version": "Windows
10 (10.0.19045) 64bit", "mp_country_code": "US", "$screen_height": 2160, "$screen_width": 3840, "$sc
reen_dpi": 144.0, "mp_lib": "unity", "os_language": "en", "mac_address": "B42E999FD72B", "device_s
ervice_version": "1.0.190", "device_service_sha": "7369b33a0a24fef74627066c50d388a35408f4ea", "creat
ed_at": "1746345048548", "online": true, "team_id": "8ff2cbl-8024-4b94-ba7d-2d043388a4b5", "team_ro
le": "owner", "team_plan": "starter", "active_scene_id": null, "ui_context": "dashboardcontext", "co
nnected_device_count_usb": 1, "connected_device_count_wifi": 0, "connected_device_ids": {}, "connected
0 [1517/1625] [~u rokoko] [*:8080]
Flow: Edit Duplicate Replay Export Delete Save body

```

6/12/2025

```
[*] Command Prompt - mitmproxy --mode regular --listen-port 8080
```

Flow Details

2023-05-04 10:56:59 POST https://3.167.192.118/graphql
= 200 OK application/json 29b 379ms

Request	Response	Detail
service_version\":"1.0.190\", \"device_service_sha\": \"7369b33a0a24fef74627066c50d388a35408f4ea\", \"created_at\": \"1746345048548\", \"online\": true, \"team_id\": \"8ff2cb1e-8024-4b94-ba7d-2d043388a4b5\", \"team_role\": \"owner\", \"team_plan\": \"starter\", \"active_scene_id\": null, \"ui_context\": \"dashboardcontext\", \"connected_device_count_usb\": 1, \"connected_device_count_wifi\": 0, \"connected_device_ids\": {}, \"connected_device_types\": [], \"subscription_plan\": \"starter\", \"offline_duration_days\": 1.0, \"skip_sync\": false, \"face_capture_access\": false, \"trial_rejected\": false}, \"distinct_id\": \"a8d6d957-0de4-42aa-b42c-e765e7d76f96\", \"client_id\": \"STUDIO\", \"created_at\": 0, \"is_lpm\": false } { \"event_name\": \"sync_time_taken\", \"event_properties\": { \"\$app_build_number\": \"0\", \"\$app_version\": \"2.4.8\", \"\$os\": \"Windows\", \"\$os_version\": \"Windows 10 (10.0.19045) 64bit\", \$mp_country_code\": \"US\", \"\$screen_height\": 2160, \"\$screen_width\": 3840, \"\$screen_dpi\": 144.0, \$mp_lib\": \"unity\", \$os_language\": \"en\", \$mac_address\": \"B42E999FD72B\", \"device_s ervice_version\": \"1.0.190\", \"device_service_sha\": \"7369b33a0a24fef74627066c50d388a35408f4ea\", \"creat ed_at\": \"1746345049588\", \"online\": true, \"team_id\": \"8ff2cb1e-8024-4b94-ba7d-2d043388a4b5\", \"team_ro le\": \"owner\", \"team_plan\": \"starter\", \"active_scene_id\": null, \"ui_context\": \"dashboardcontext\", \" connected_device_count_usb\": 1, \"connected_device_count_wifi\": 0, \"connected_device_ids\": {}, \"connect ed_device_types\": [], \"sync_duration_in_milliseconds\": 440, \"sync_operation\": \"DASHBOARD\", \"sync_result\ \": \"SUCCESS\" }, \"distinct_id\": \"a8d6d957-0de4-42aa-b42c-e765e7d76f96\", \"client_id\": \"STUDIO\", \"created_at\": 0, \"is_lpm\": false }, } { \"event_name\": \"applicationopen_operation\", \"event_properties\": { \"\$app_build_number\": \"0\", \"\$app_version\": \"2.4.8\", \"\$os\": \"Windows\", \"\$os_version\": \"Windows 10 (10.0.19045) 64bit\", \$mp_country_code\": \"US\", \"\$screen_height\": 2160, \"\$screen_width\": 3840, \"\$sc reen_dpi\": 144.0, \$mp_lib\": \"unity\", \$os_language\": \"en\", \$mac_address\": \"B42E999FD72B\", \"created_ at\": \"1746345040151\", \"online\": null, \"team_id\": null, \"team_role\": null, \"team_plan\": null, \"acti ve_scene_id\": null, \"ui_context\": null, \"status\": \"success\", \"time_ms\": 9812.3867000000009, \"auto_logged_i n\": true, \"no_teams\": 1, \"no_team_members\": 1, \"no_projects\": 4, \"no_open_scenes\": 0, \"event_version\": 2 } , \"distinct_id\": \"a8d6d957-0de4-42aa-b42c-e765e7d76f96\", \"client_id\": \"STUDIO\", \"created_at\": 0, \"is_lpm\": true }) } }		

mutation(\$input: EventInput!){?
 trackEvents(input: \$input)}

[1518/1626][:~u roko] [*:8080]

Flow: Edit Duplicate Replay Export Delete Save body

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's software showing the programmatic existence of an opt-out, however, Defendant gives the user no ability over this feature.

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-04 00:50:50 POST https://3.167.192.118/graphql
+ 200 OK application/json 29b 379ms

Request      Response      Detail
Content-Type: application/json;charset=UTF-8
Content-Length: 29
Connection: keep-alive
X-Amz-Cf-Pop: LAX50-P1
Date: Sun, 04 May 2025 07:50:51 GMT
x-amzn-appsync-TokensConsumed: 1
x-amzn-RequestId: 13445b3e-5587-4e31-9c40-f32fc44e009c
Via: 1.1 1ffd5cdb315141702d5377ba909be92a.cloudfront.net (CloudFront), 1.1
6af6427bb724ed97dc18800bebe29cdc.cloudfront.net (CloudFront)
X-Cache: Miss from cloudfront
X-Amz-Cf-Pop: LAX54-P4
X-Amz-Cf-Id: eLuTpRyPIG4CtXpb3tV2UYM4n9X5cixpQdlXWfeSBPGy9kLHWCnRcg==

JSON [ :auto]
{
  "data": {
    "trackEvents": true
  }
}

[1519/1627][ :~u rokoko] [*:8080]
: flow:comment @focus "" 3~

```

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's software asking their servers to enumerate what intellectual property they have stored on their servers.

```
Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
1825-05-04 00:50:49 POST https://3.167.212.118/graphql
+ 200 OK application/json 9.0k 345ms

Request Response Detail
User-Agent: TeamAppsSync/0.2.0.0
Authorization: eyJraWQ1OjIjYWZGNkpsK2VtZFB8TUpGaVd0b0xCuk1GSzEzT0dkKk1Ea5SsyCE93OGY4PSIsImFsZyI6IjJTMjU2In0.eyJzdWIiOiJhOGQ2ZDk1Ny0wZGU0LTQyYWEtYjYyYy1lNzYiZTdkNzZmOTYiLCJpc3MhOiJodHRwczpCLlwwV29nbml0byIjZHAudXMtZWZzdC8xLmFtYXpvcnF3cy5jb21CL3VzLWVhc3QtMV9TVm1nOWYxUngiLCJjbGllbnRfawQ1OjIiZ0WozNTI3Y21jbzVlawnidHBqb2M2NjI3ZCIsIm9yaWdpbnl9qdGk1OjI5NTA2OGJkMCAhYzYyLTRmMmItYmVjNS0wNTMwNTlkZjQ2DGEiLCJldmVudF9pZCI6IjMxMGE2NGM1LTfkZDctNGM4YS1hZjYyLTQwNGQwZTIwNjkzMSIsInRva2VuX3VzZSI6ImFjY2V2cyIsInNjb3B1IjoiYXdzLmVzZSpdG8uc2lnbm1uLnVzZXIuYWRtaw41LCJhdXRoX3RpbWUiOiJlE3NDMyNzY1NzEsImV4cCI6MTc0NjM0ODY0NSw1aWFOIjoxNzQ2MzQ1NDQ1LCJqdGkiOiJkNWU5NjB1Yi01ZmE4LTlRIN2M0OE1ZS0YmJkZTlmy2Q3YjE1LCJ1c2VybmFtZSI6ImE4ZDZkOTU3LTBkZTQtNDJhYS1lNDJjLWU3NjVlN2Q3NmY5NiJ9.HqWNVekw6udEe3C1w774NJB1UKwYPwYbH5uv1PbHx2VKmCGKr6u8rITBBMIN7yaINyIzQp_0foeYXdmalYucNIjUqAE6uYuy7wj6dQP0sS2Y5UWLS2dFTjw3vQ2217wrKkK1fUj3pgZoe0aAJc8-ELpXAV1LKDbtGcn7mQmRA249Qc3s8k46EP5u5qV-KqE40hmJ4oH0QE4K2LKRO0DplcB78HghAwyeiHIXpnOm844-s_03mircicbNMV-GnmyvcQouy3y_E-YqgTlEUSvb_IejPzPgW4aFp0iywI1lHStLspXuDFSDaR-yoyCcUPjyghnDqcsoqiu_ZDucQKDXw
Content-Type: application/json; charset=utf-8
Content-Length: 1029
Host: rmp-team-gql.rokoko.com

GraphQL [:::auto]
{
  "query": "...",
  "variables": {
    "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5"
  }
}
---
query($team_id: ID!){?
  listProjects(team_id: $team_id) {?
    project_id?
    team_id?
    name?
    last_modified?
    created_by?
    created_at?
    operation?
    thumbnail_last_modified?
    is_deleted scenes {?
      team_id?
      project_id?
      scene_id?
      source_team_id?
      source_project_id?
      source_scene_id?
      name?
      last_modified?
      created_by?
      created_at?
      operation?
      thumbnail_last_modified?
      is_deleted}}}

[1530/1629][:~u rokoko] [*:8080]
: flow.comment @focus "" 3-
```

05/12/2025

35

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continuation of 34, Defendant's servers returning a complete list of Plaintiff's intellectual property in which they now posses unauthorized.

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-04 00:58:49 POST https://3.167.212.118/graphql
+ 200 OK application/json 9.0k 345ms

Request      Response      Detail
Content-Type: application/json; charset=UTF-8
Content-Length: 9166
Connection: keep-alive
X-Amz-Cf-Pop: LAX54-P6
Date: Sun, 04 May 2025 07:50:49 GMT
x-amzn-appsync-TokensConsumed: 1
x-amzn-RequestId: 53f28fdf-6f04-4c97-ab08-abf2eab8a778
Via: 1.1 60b571ecac1934ebb297a6ecf58669c4.cloudfront.net (CloudFront), 1.1 caabaa9cf820f7430cfe0a16921ef12a.cloudfront.net (CloudFront)
X-Cache: Miss from cloudfront
X-Amz-Cf-Pop: LAX54-P5
X-Amz-Cf-Id: FVevMRP0-ekZAvjZIDA23VAIOs6I503yV7iuxD_4zd1gTXcPA7kITA==

JSON [ :auto]
{
  "data": {
    "listProjects": [
      {
        "project_id": "0469d6cf-457f-4daa-b12f-08196b749aee",
        "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
        "name": "FUCKSTICK",
        "last_modified": 1746324506370,
        "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
        "created_at": 1709424855772,
        "operation": null,
        "thumbnail_last_modified": null,
        "is_deleted": false,
        "scenes": [
          {
            "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
            "project_id": "0469d6cf-457f-4daa-b12f-08196b749aee",
            "scene_id": "d212ef6f-b2c0-43a7-809f-c8e87eb38de4",
            "source_team_id": null,
            "source_project_id": null,
            "source_scene_id": null,
            "name": "FUCKSTICK",
            "last_modified": 1709424860786,
            "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
            "created_at": 1709424860786,
            "operation": null,
            "thumbnail_last_modified": 1709425008198,
            "is_deleted": null
          },
          {
            "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
            "project_id": "0469d6cf-457f-4daa-b12f-08196b749aee",
            "scene_id": "db2b5812-d668-4912-805d-9fca187cd225",
            "source_team_id": null,
            "source_project_id": null,
            "source_scene_id": null,
            "name": "wddwdwdw",
            "last_modified": 1746324506370,
          }
        ]
      }
    ]
  }
}

[1531/1630] [ ~u rokoko ] [ *:8080 ]
: flow.comment @focus "" 3

```

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continuation of 35, Defendant's server showing they have Plaintiff's intellectual property from his video game "The Next World"

```
Command Prompt - mitmproxy --mode regular --listen-port 8080
Flow Details
1025-05-04 00:10:49 POST https://3.167.212.118/graphql
+ 200 OK application/json 9.0k 345ms

Request Response Detail
},
{
  "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
  "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
  "name": "THE NEXT WORLD",
  "last_modified": 1746330238059,
  "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
  "created_at": 1668063576470,
  "operation": null,
  "thumbnail_last_modified": null,
  "is_deleted": false,
  "scenes": [
    {
      "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
      "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
      "scene_id": "1172be56-2b1a-4635-87fc-baaabe1e1312",
      "source_team_id": null,
      "source_project_id": null,
      "source_scene_id": null,
      "name": "NEXT WORLD TRAILER",
      "last_modified": 1679283967753,
      "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
      "created_at": 1679283967753,
      "operation": null,
      "thumbnail_last_modified": 1679534046673,
      "is_deleted": null
    },
    {
      "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
      "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
      "scene_id": "223eb823-46eb-4145-8061-39b2e6a5b66e",
      "source_team_id": null,
      "source_project_id": null,
      "source_scene_id": null,
      "name": "Next World Trailer 4",
      "last_modified": 1679283902147,
      "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
      "created_at": 1679283902147,
      "operation": null,
      "thumbnail_last_modified": 1679440375760,
      "is_deleted": null
    },
    {
      "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
      "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
      "scene_id": "256fd93b-00e5-47c1-9c36-86b5834e3c6b",
      "source_team_id": null,
      "source_project_id": null,
      "source_scene_id": null,
      "name": "defdwd",
      "last_modified": 1680086428100,
    }
  ],
}
[1532/1631][ :~u rokoko] [*:8080]
: flow.comment @focus "" 3~
```

05/12/2025

37

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continuation of 36, Defendant showing they possess Plaintiff's intellectual property for various scenes in 'The Next World'

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-24 09:50:49 POST https://3.167.212.118/graphql
+ 200 OK application/json 9.0k 345ms

Request Response Detail

{
  "operation": null,
  "thumbnail_last_modified": 1680886773567,
  "is_deleted": null
},
{
  "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
  "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
  "scene_id": "505fb69b-02fb-434f-a964-cc804ea4827c",
  "source_team_id": null,
  "source_project_id": null,
  "source_scene_id": null,
  "name": "THE NEXT WORLD",
  "last_modified": 1668117563799,
  "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
  "created_at": 1668117563799,
  "operation": null,
  "thumbnail_last_modified": 1668117970221,
  "is_deleted": null
},
{
  "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
  "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
  "scene_id": "6e16f118-89e1-497f-aa3a-a72171cf71ba",
  "source_team_id": null,
  "source_project_id": null,
  "source_scene_id": null,
  "name": "NEXT WORLD Scene 6",
  "last_modified": 1679952661452,
  "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
  "created_at": 1679952661452,
  "operation": null,
  "thumbnail_last_modified": 1679956001000,
  "is_deleted": null
},
{
  "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
  "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
  "scene_id": "0399e166-aeb8-4e66-91b3-632ab61d8eb1",
  "source_team_id": null,
  "source_project_id": null,
  "source_scene_id": null,
  "name": "Next world scene 5",
  "last_modified": 1748330238050,
  "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
  "created_at": 1679290098566,
  "operation": null,
  "thumbnail_last_modified": 1746330650482,
  "is_deleted": false
},
{
  "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",

```

05/12/2025

38

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continuation of 37, Plaintiff showing if he copies a scene and renames it to something like "WILLROKOKOTAKETHIS", Defendant in fact, will take it.

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-04 08:58:49 PDST https://3.167.212.118/graphql
+ 200 OK application/json 9.0k 345ms

Request Response Detail
{"scene_id": "958ba3ff-bc55-4549-918a-5ec60ac0835a",
"source_team_id": null,
"source_project_id": null,
"source_scene_id": null,
"name": "Yabba",
"last_modified": 1746324529721,
"created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
"created_at": 16967388629200,
"operation": null,
"thumbnail_last_modified": 1746324567349,
"is_deleted": false
},
{
"team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
"project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
"scene_id": "966d9d1d-b1db-4671-b630-6263ca3c1622",
"source_team_id": null,
"source_project_id": null,
"source_scene_id": null,
"name": "Next World Trailer 3",
"last_modified": 1679287833789,
"created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
"created_at": 1679287833789,
"operation": null,
"thumbnail_last_modified": 1679712519787,
"is_deleted": null
},
{
"team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
"project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
"scene_id": "bcb40fc3-65e7-4906-9c3d-c11207f0ee82",
"source_team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
"source_project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
"source_scene_id": "9399e166-aea8-4e66-91b3-632ab61d8eb1",
"name": "WILLROKOKOTAKETHIS",
"last_modified": 1746330335069,
"created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
"created_at": 1746330335069,
"operation": null,
"thumbnail_last_modified": null,
"is_deleted": null
},
{
"team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
"project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
"scene_id": "e38715d4-ff65-4dca-a6e7-5e04d0c4fbc2",
"source_team_id": null,
"source_project_id": null,
"source_scene_id": null,
"name": "Vertical Slice",
"last_modified": 1693344650244,

```

[1535/1634][*:~u nokoko]

[*:8080]

:flow.comment @focus "" 3~

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 38, Defendant's server showing they possess his intellectual property used in the playable vertical slice of his game.

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-06-04 00:50:49 POST https://3.167.212.118/graphql
+ 200 OK application/json 9.0k 345ms

Request Response Detail
{
  "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
  "created_at": 1746330335069,
  "operation": null,
  "thumbnail_last_modified": null,
  "is_deleted": null
},
{
  "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
  "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
  "scene_id": "e38715d4-ff65-4dca-a6e7-5e04d0c4fbc2",
  "source_team_id": null,
  "source_project_id": null,
  "source_scene_id": null,
  "name": "Vertical Slice",
  "last_modified": 1693344650244,
  "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
  "created_at": 1693263741257,
  "operation": null,
  "thumbnail_last_modified": 1693347013915,
  "is_deleted": false
},
{
  "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
  "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
  "scene_id": "efd824d4-5520-4d4d-9329-b182049ff43c",
  "source_team_id": null,
  "source_project_id": null,
  "source_scene_id": null,
  "name": "next world trailer 2",
  "last_modified": 1679287072943,
  "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
  "created_at": 1679287072943,
  "operation": null,
  "thumbnail_last_modified": 1679687449418,
  "is_deleted": null
},
{
  "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
  "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
  "scene_id": "f792123e-eb54-444e-8ff3-b7a42c73ddef0",
  "source_team_id": null,
  "source_project_id": null,
  "source_scene_id": null,
  "name": "ill",
  "last_modified": 1709424611427,
  "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
  "created_at": 1709424611427,
  "operation": null,
  "thumbnail_last_modified": 1709425543673,
  "is_deleted": null
}
}

[1536/1635][ :~u roko]
: flow.comment @focus "" 3~
[*:8080]

```

06/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's software sends personally identifiable, private information to untrusted third parties without consent.

```
Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-04 08:50:47 POST https://3.167.212.118/graphql
+ 200 OK application/json 189b 329ms

Request Response Detail
Content-Type: application/json; charset=UTF-8
Content-Length: 189
Connection: keep-alive
X-Amz-Cf-Pop: LAX54-P6
Date: Sun, 04 May 2025 07:50:48 GMT
x-amzn-appsync-TokensConsumed: 1
x-amzn-RequestId: bd90a13c-7cb4-4bc2-99ff-62cfbc93a89e
Via: 1.1 44d53cda9eb1c41f29618022da3595c0.cloudfront.net (CloudFront), 1.1
87246e5c5dc0063a5b9630f3bcd75038.cloudfront.net (CloudFront)
X-Cache: Miss from cloudfront
X-Amz-Cf-Pop: LAX54-P5
X-Amz-Cf-Id: 1yXr19_Iv_cD6WtROaGF6UJm0RETT3JG1Ienp0aGQtKi14IYr89PiA==

JSON [ :auto ]
{
  "data": {
    "getTeamAvatars": [
      {
        "user_id": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
        "image_url":
"https://eu.ui-avatars.com/api/?name=matthew@winteryear.com&length=1&size=256&background=0F2BCD"
      }
    ]
  }
}

[1542/1637][ :~u rokoko] [*:8080]
: flow.comment @focus "" 3~
```

5/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's software showing a "skip_asset_sync" flag, a clear indication that opt-out of data sharing is clearly an existing feature, however, Defendant does not allow any opt-out of intellectual property/telemetry sharing.

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-06-04 08:50:45 POST https://3.168.147.31/graphql
~ 200 OK application/json 1.0k 452ms

Request Response Detail
X-Amz-Cf-Pop: LAX54-P3
X-Amz-Cf-Id: 00UkPtVhyr5luYSPnKl1Ah_TYRugv9Y8AY2f7L21s-wI4boUAuFz1Q==

JSON [ :auto]
{
  "data": {
    "listMyTeamsWithLicenses": [
      {
        "type": "TEAM",
        "name": "Matthew Team",
        "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
        "rmp_billing_admins": null,
        "rmp_owners": [
          "a8d6d957-0de4-42aa-b42c-e765e7d76f96"
        ],
        "rmp_members": null,
        "rmp_creators": null,
        "rmp_viewers": null,
        "deleted": null,
        "description": null,
        "created_at": "2020-09-21T00:00:00.715Z",
        "created_by": "a8d6d957-0de4-42aa-b42c-e765e7d76f96",
        "license": {
          "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
          "role": "OWNER",
          "plan": "STARTER",
          "trial_sub_id": null,
          "expires_at": null,
          "entitlements": {
            "plan": "STARTER",
            "access_command_api_advanced_commands": false,
            "access_export_file_formats": [
              "FBX"
            ],
            "access_export_advanced_options": false,
            "access_export_skeleton_preset_overrides": false,
            "export_options_presets_limit": 0,
            "face_filters_presets_limit": 0,
            "access_face_capture": false,
            "access_import_character": false,
            "access_livestreaming": false,
            "access_recording_trigger_messages": false,
            "access_retargeting": true,
            "actor_presets_limit": 3,
            "creator_seets_limit": 3,
            "offline_days": 1,
            "skip_asset_sync": false
          }
        }
      }
    ]
  }
}

[1777/1868][ :~u rokoko] [*:8080]
: flow.comment @focus "" 3~
05/12/2025

```

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's software showing built-in customer service/support tracking features.

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-04 00:58:43 POST https://3.167.192.118/graphql
+ 200 OK application/json 29b 327ms

Request      Response      Detail
User-Agent:  TeamAppsync/0.2.0.0
x-api-key:   da2-pa7t1mpnvbcpdhe7l46q3eodvu
Content-Type: application/json; charset=utf-8
Content-Length: 298
Connection:  keep-alive
Host:        rmp-gql-public.rokoko.com

GraphQL [n:auto]
{
  "query": "...
}
---
query ListIncidents {?
  listIncidents {?
    created_at?
    id?
    last_modified?
    message?
    severity?
    state?
    time_end?
    time_start?
    title?
  }}

[1780/1868][ :u rokoko] [*:8080]
: flow.comment @focus "" 3m

```

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 42, Defendant's servers stating that Defendant's never logged any support issues in regards to Plaintiff

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-04 08:50:43 POST https://3.167.192.118/graphql
+ 200 OK application/json 29b 327ms

Request      Response      Detail
Content-Type: application/json;charset=UTF-8
Content-Length: 29
Connection: keep-alive
X-Amz-Cf-Pop: LAX50-P1
Date: Sun, 04 May 2025 07:50:44 GMT
X-amzn-appsync-TokensConsumed: 1
X-amzn-RequestId: 2b2695ae-6474-4fb6-b707-0c81490a8c6f
Via: 1.1 d819e0fec943c45d31b55f5dce0b44ee.cloudfront.net (CloudFront), 1.1 4cc483f2ffe2d4e29a27654363f1ae54.cloudfront.net (CloudFront)
X-Cache: Miss from cloudfront
X-Amz-Cf-Pop: LAX54-P4
X-Amz-Cf-Id: t1m5eIFwsQbRcayPb-gesTkW4Migrmh7Hr68ILVCTYzSwy1RP-GCQ==

JSON
[
  {
    "data": {
      "listIncidents": []
    }
  }
]

[1780/1868][:~u roko]
: flow.comment @focus "" 3w
[*:8080]

```

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's software showing various firmware updates, file locations and developer notes.

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-04 00:50:42 GET https://13.226.225.121/api/?minDeviceServiceVersion=1.0.190
+ 200 OK application/json 5.1k 324ms

Request      Response      Detail
Content-Type: application/json; charset=utf-8
Content-Length: 5206
Connection: keep-alive
Date: Sun, 04 May 2025 07:50:43 GMT
X-Amzn-Trace-Id: Root=1-68171c53-7b7543657b0909b46df67204;Parent=1358a19bcb81e1a5;Sampled=0;Lineage=1:8769c52f:0
X-amzn-RequestId: 838f64d4-86de-4147-9003-47c5aca29000
X-Cache: Miss from cloudfront
Via: 1.1 12435f922f48ee227c1e888952ed66ac.cloudfront.net (CloudFront)
X-Amz-Cf-Pop: LAX50-C2
X-Amz-Cf-Id: NGQ1X1ZXrVCFbbA22nYt-VqjE_JmhHzSS9K36BXTXrBVNJrJr3TayA==

JSON [ :auto]
[
  {
    "firmwareId": "7-2.0.0-1277-release",
    "firmwareVersion": "2.0.0-1277-release",
    "deviceId": 7,
    "deviceName": "smartsuit_pro_sensor",
    "deviceVersions": [
      "v1.0",
      "v2.0"
    ],
    "minimumDeviceServiceVersion": "0.0.1",
    "releaseNotes": "- Merge pull request #137 from Rokoko/development. [Nick Rushton]\n- Increase threshold for trust_local_settings\n- Increase threshold for trust_local_settings. [Nick Rushton]",
    "releaseType": 1,
    "createdAt": "2021-08-24T22:00:00+00:00",
    "updatedAt": null,
    "binarySize": 72452,
    "binaryChecksum": "50c31a33bb0db69cea4004d8c833b9bd",
    "binaryUri": "https://cdn.rokoko.com/firmware/7-2.0.0-1277-release"
  },
  {
    "firmwareId": "5-2.7.4-254-release",
    "firmwareVersion": "2.7.4-254-release",
    "deviceId": 5,
    "deviceName": "smartsuit_pro_hub",
    "deviceVersions": [
      "0x50200001",
      "0x50200002",
      "0x50200004"
    ],
    "minimumDeviceServiceVersion": "0.0.1",
    "releaseNotes": "## What's Changed\nChange to new glove data packet size.",
    "releaseType": 2,
    "createdAt": "2024-01-09T23:00:00+00:00",
    "updatedAt": null,
    "binarySize": 200612,
    "binaryChecksum": "618bc7ce8d0f37edb0d9a0cae4af7b5d",
    "binaryUri": "https://cdn.rokoko.com/firmware/5-2.7.4-254-release"
  }
]

[1781/1868] [ :~u rokoko] [ *:8080]
: flow.comment @focus "" 3~

```

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WALSH v ROKOKO ELECTRONICS - EXHIBITS
Continued from 44

Proof Defendant does not make their own software, it is produced and maintained in Somalia.

```

C:\Command Prompt - mitmproxy --mode regular --listen-port 8080
Flow Details
1025-05-24 06:58:42 GET https://13.226.225.121/api/?minDeviceServiceVersion=1.0.190
+ 200 OK application/json 5.1k 324ms

Request      Response      Detail
"0x50200001",
"0x50200002",
"0x50200004"

[
  {
    "minimumDeviceServiceVersion": "0.0.1",
    "releaseNotes": "## What's Changed\r\n\r\nChange to new glove data packet size.",
    "releaseType": 1,
    "createdAt": "2024-01-09T23:00:00+00:00",
    "updatedAt": null,
    "binarySize": 290612,
    "binaryChecksum": "618bc7c08d0f87edb0d9a0cae4af7b5d",
    "binaryUrl": "https://cdn.rokoko.com/firmware/5-2.7.4-254-release"
  },
  {
    "firmwareId": "5-2.9.2-116-release",
    "firmwareVersion": "2.9.2-116-release",
    "deviceId": 5,
    "deviceName": "smartsuit_pro_hub",
    "deviceVersions": [
      "0x50300001"
    ]
  },
  {
    "minimumDeviceServiceVersion": "0.0.1",
    "releaseNotes": "# 5030_v1.9.2 Smartsuit Pro II Firmware\r\n\r\n## What's changed\r\n\r\n* Available in Studio 2.4.5\r\n\r\n* Fix issue where custom hub names were reset when power cycling the device.\r\n\r\n### Technical changelog\r\n\r\n* Updated core lib (hub name address).\r\n\r\n* Version bump.",
    "releaseType": 1,
    "createdAt": "2024-06-25T22:00:00+00:00",
    "updatedAt": null,
    "binarySize": 180228,
    "binaryChecksum": "2f2394502b11d5e57544b4d131bca754",
    "binaryUrl": "https://cdn.rokoko.com/firmware/5-2.9.2-116-release"
  },
  {
    "firmwareId": "5-2.5.4-950-release",
    "firmwareVersion": "2.5.4-950-release",
    "deviceId": 5,
    "deviceName": "smartsuit_pro_hub",
    "deviceVersions": [
      "50100020"
    ]
  },
  {
    "minimumDeviceServiceVersion": "0.0.1",
    "releaseNotes": "## Changelog\r\n\r\n\r\nLocal build on branch 'local-etk-builds'.\r\n\r\n\r\nUpdate hub LED behaviour to match GPV suits.\r\n\r\n\r\nhttps://www.notion.so/rokoko/v2-5-4-950-release-0e16d4df758c4ccd89bdce7d6929094e",
    "releaseType": 1,
    "createdAt": "2022-01-25T23:00:00+00:00",
    "updatedAt": "2025-01-10T14:38:57+00:00",
    "binarySize": 336948,
    "binaryChecksum": "de64091ef8e742865505850eb4f10b22",
    "binaryUrl": "https://cdn.rokoko.com/firmware/5-2.5.4-950-release"
  }
],
[1781/1868] [::c rokoko] [*:8080]
:flow.comment @focus "" 3

```

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 45, showing Defendant knew their products had WiFi/connectivity issues.

```
Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-01-04 08:58:42 GET https://13.226.225.121/api/?minDeviceServiceVersion=1.0.190
+ 200 OK application/json 5.1k 324ms

Request Response Detail

{
  "firmwareId": "6-2.3.1-613-release",
  "firmwareVersion": "2.3.1-613-release",
  "deviceId": 6,
  "deviceName": "smartgloves",
  "deviceVersions": [
    "0x60200001",
    "0x60200002"
  ],
  "minimumDeviceServiceVersion": "0.0.1",
  "releaseNotes": "# v2.3.1 Firmware for Smartgloves\n\n## What's changed\n\n- Several Smartglove performance improvements with Coil Pro\n- Greatly reduced performance inconsistency (5-10x) between Smartglove power cycles\n- Reduced jitter by 24%\n\n### Known issues\n\n- The throughput of 2.4 GHz WiFi is inconsistent on some channels.\n- The factory self-test is not supported in this release.\n\n### Technical changelog\n\n- Implemented ADC built-in linearity calibration feature\n- Fixed a bug where half of the ADC buffer for arm-sensor coil detection was a duplicate\n\n- Updated cmake presets",
  "releaseType": 1,
  "createdAt": "2024-08-15T22:00:00+00:00",
  "updatedAt": null,
  "binarySize": 532404,
  "binaryChecksum": "753430aa13f2d560814991424241b93f",
  "binaryUri": "https://cdn.rokoko.com/firmware/6-2.3.1-613-release"
},
{
  "firmwareId": "7-2.2.0-95-release",
  "firmwareVersion": "2.2.0-95-release",
  "deviceId": 7,
  "deviceName": "smartsuit_pro_sensor",
  "deviceVersions": [
    "v2.0"
  ],
  "minimumDeviceServiceVersion": "0.0.1",
  "releaseNotes": "## What's Changed\n\n* Change to new glove data packet size. by @rokostrup in https://github.com/Rokoko/smartsuit-sensor-firmware/pull/150",
  "releaseType": 1,
  "createdAt": "2024-01-09T23:00:00+00:00",
  "updatedAt": "2025-01-10T14:56:14+00:00",
  "binarySize": 90372,
  "binaryChecksum": "4fbf61fe47844759b9e8860f6a2c0be2",
  "binaryUri": "https://cdn.rokoko.com/firmware/7-2.2.0-95-release"
},
{
  "firmwareId": "8-1.4.2-64-release",
  "firmwareVersion": "1.4.2-64-release",
  "deviceId": 8,
  "deviceName": "coil_pro",
  "deviceVersions": [
    "0x80100001"
  ],
  "minimumDeviceServiceVersion": "0.0.1",
  "releaseNotes": ""
},
{
  "firmwareId": "9-1.4.2-64-release",
  "firmwareVersion": "1.4.2-64-release",
  "deviceId": 9,
  "deviceName": "coil_pro",
  "deviceVersions": [
    "0x80100001"
  ],
  "minimumDeviceServiceVersion": "0.0.1",
  "releaseNotes": ""
}
}
```

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 46, Showing Defendant knowingly released firmware that breaks the compatibility of older hardware, this is proof of planned obsolescence.

```
Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-04 08:50:42 GET https://13.226.225.121/api/?minDeviceServiceVersion=1.0.190
- 200 OK application/json 5.1k 324ms

Request Response Detail

"deviceVersions": [
  "v2.0"
],
"minimumDeviceServiceVersion": "0.0.1",
"releaseNotes": "## What's Changed\r\n* Change to new glove data packet size. by @rokostrup in https://github.com/Rokoko/smartsuit-sensor-firmware/pull/150\r\n",
"releaseType": 1,
"createdAt": "2024-01-09T23:00:00+00:00",
"updatedAt": "2025-01-10T14:56:14+00:00",
"binarySize": 90372,
"binaryChecksum": "4fbf61fe47844759b9e8860f0a2c0be2",
"binaryUrl": "https://cdn.rokoko.com/firmware/7-2.2.0-95-release"
},
{
  "firmwareId": "8-1.4.2-64-release",
  "firmwareVersion": "1.4.2-64-release",
  "deviceId": 8,
  "deviceName": "coil_pro",
  "deviceVersions": [
    "0x00100001"
  ],
  "minimumDeviceServiceVersion": "0.0.1",
  "releaseNotes": "# v1.4.2 Firmware for Coil Pro\r\n## What's changed\r\n* Coil Pro now gathers diagnostics that can be read out by technical support\r\n## Technical changelog\r\n* Added amplifier diagnostics read out for production.",
  "releaseType": 1,
  "createdAt": "2024-05-23T22:00:00+00:00",
  "updatedAt": null,
  "binarySize": 454340,
  "binaryChecksum": "c6669b75ca3d0124383ca3cdafas3ee6",
  "binaryUrl": "https://cdn.rokoko.com/firmware/8-1.4.2-64-release"
},
{
  "firmwareId": "7-2.3.0-94-release",
  "firmwareVersion": "2.3.0-94-release",
  "deviceId": 7,
  "deviceName": "smartsuit_pro_sensor",
  "deviceVersions": [
    "v3.0"
  ],
  "minimumDeviceServiceVersion": "0.0.1",
  "releaseNotes": "New fixed size for glove data + glove replies.\r\nImportant: This breaks compatibility with older hub + glove FWs.",
  "releaseType": 1,
  "createdAt": "2024-01-09T23:00:00+00:00",
  "updatedAt": null,
  "binarySize": 319700,
  "binaryChecksum": "6fa5f4a127daa23149dba63c7aebec96",
  "binaryUrl": "https://cdn.rokoko.com/firmware/7-2.3.0-94-release"
}
]

[1792/1879][*:~u rokoko] [*:8080]
: flow comment &focus "" 3-
```

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Showing various releases and locations of the Rokoko Studio software.

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-04 07:50:42 GET https://3.169.252.114/release/Rokoko%20Studio/Win/version_manifest_v2.json
+ 200 OK application/json 6.6k 419ms

Request      Response      Detail
Content-Type: application/json
Content-Length: 6794
Connection: keep-alive
Date: Sun, 04 May 2025 07:50:43 GMT
Last-Modified: Mon, 24 Mar 2025 11:42:07 GMT
ETag: "7306d708e5fc9b76be11faa755d8bc7"
x-amz-server-side-encryption: AES256
Accept-Ranges: bytes
Server: AmazonS3
X-Cache: Miss from cloudfront
Via: 1.1 4e490559f019c3bc1276c1658c308eac.cloudfront.net (CloudFront)
X-Amz-Cf-Pop: LAX54-P8
X-Amz-Cf-Id: 018PeeFFnTiR5y7vnCw1PIQew4uBZb9RE2CeImrnGw AM5q4uTYzQ==

JSON
[ :auto]
{
  "latestVersion": "2.4.8.0",
  "minimumAvailableVersion": "2.4.5.0",
  "allAvailableVersions": [
    {
      "version": "2.4.5.0",
      "type": 2,
      "update_type": 0,
      "title": null,
      "description": null,
      "image_url": null,
      "changelog": "",
      "artifact_url": "https://cdn-studio.rokoko.com/release/Rokoko
Studio/Win/2.4.5.0/Rokoko+Studio-Win-2.4.5.0.zip",
      "installer_url": "https://cdn-studio.rokoko.com/release/Rokoko
Studio/Win/2.4.5.0/Rokoko+Studio+v2.4.5.0.exe",
      "installer_checksum": "4cf04ea7039442572534534854350ea3"
    },
    {
      "version": "2.4.5.1",
      "type": 2,
      "update_type": 0,
      "title": null,
      "description": null,
      "image_url": null,
      "changelog": "",
      "artifact_url": "https://cdn-studio.rokoko.com/release/Rokoko
Studio/Win/2.4.5.1/Rokoko+Studio-Win-2.4.5.1.zip",
      "installer_url": "https://cdn-studio.rokoko.com/release/Rokoko
Studio/Win/2.4.5.1/Rokoko+Studio+v2.4.5.1.exe",
      "installer_checksum": "e346f32d57b3b46690a914585f4978e1"
    },
    {
      "version": "2.4.5.2",
      "type": 2,
      "update_type": 0,
      "title": null,
    }
  ]
}

[1793/1879][ :-u rokoko]
: flow.comment @focus "" 3~
[ *:8080 ]

```

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Showing Defendant can send javascript code to any users computer and execute it secretly without the users authorization or knowledge.

```
Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-04 08:50:21 GET https://3.168.132.119/rokoko-animation.js HTTP/2.0
- 200 application/javascript 728b 29ms

Request Response Detail
content-type: application/javascript
content-length: 728
last-modified: Tue, 04 Oct 2022 08:48:50 GMT
x-amz-server-side-encryption: AES256
accept-ranges: bytes
server: AmazonS3
date: Sun, 04 May 2025 02:12:06 GMT
etag: "2e2955d16c95824efe172de638bc7aa0"
vary: accept-encoding
x-cache: Hit from cloudfront
via: 1.1 757859dde738c4c5e4578c9e4d55806c.cloudfront.net (CloudFront)
x-amz-cf-pop: LAX54-P2
x-amz-cf-id: KKS3UEPR0PYFT0kdmSLn214KcEkHmS0Q4USZF0mA1zTtmn8fLPFORg==
age: 20296

JavaScript [ :auto]
document.addEventListener('DOMContentLoaded', () => {
  function mouse(evt) {
    document.querySelectorAll('.rkk').forEach(character => {
      let = center_x = (character.offsetLeft) + (character.offsetWidth / 2);
      let = center_y = (character.offsetTop) + (character.offsetHeight / 2);
      let = mouse_x = evt.pageX;
      let = mouse_y = evt.pageY;
      let = radians = Math.atan2(mouse_x - center_x, mouse_y - center_y);
      let = degree = (radians * (180 / Math.PI) * -1) + 180;
      character.style.MozTransform = 'rotate(' + degree + 'deg)';
      character.style.transform = 'rotate(' + degree + 'deg)';
    })
  }
  $(document).mousemove(mouse);
})

[1819/1879][ :~u rokoko] [*:8080]
: flow comment @focus "" 3~
```

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Showing Defendant uses web-sockets for high-speed additional underlying communication (such as data event subscriptions and file upload to Defendants servers)

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-04 23:31:29 PDST https://3.168.147.41/graphql
+ 200 OK application/json 4.7k 347ms

Request Response Detail
Content-Type: application/json; charset=UTF-8
Content-Length: 4774
Connection: keep-alive
X-Amz-CF-POP: LAX54-P1
Date: Sun, 04 May 2025 06:31:29 GMT
x-amzn-opsync-TokensUnconsumed: 1
x-amzn-RequestId: 6f0353d2-9435-4d00-af96-b27320766e0e
Via: 1.1 20e38fc9b3806ab4036380386de24000.cloudfront.net (CloudFront), 1.1 d292d8a28a3cd03aa54182acef12b2ee.cloudfront.net (CloudFront)
X-Cache: Miss from cloudfront
X-Amz-CF-POP: LAX54-P3
X-Amz-CF-ID: VJ2275dqB1uf3z_0lzu4n43goywuzS3QYDAKRbv3y_58Bq9aFeQzIw==

JSON
{
  "extensions": {
    "subscription": {
      "mqttConnections": [
        {
          "url": "wss://a307bjgfbjcsj5-ats.iot.us-east-1.amazonaws.com/mqtt?X-Amz-Algorithm=AW
          S4-HMAC-SHA256&X-Amz-Credential=ASIAS3UEXNMWQ255SES6XMX2F20250504%2Fus-east-1%2Fiotdevicegateway%2Faws4_re
          quest&X-Amz-Date=20250504T063129Z&X-Amz-Expires=3600&X-Amz-SignedHeaders=host&X-Amz-Signature=3ca4d664e9
          eec27505cfbd39f363068d11b7078cf07c3cb167d820734c0229ea&X-Amz-Security-Token=IQoJb3JpZ2luX2VjE6CaCXVzLWVh
          c3QtNSJHMEUCIQOB6ZwudE1W6zBbozcFxDgela68gv1f0nc3crouEgWLOQIgQnPIep%2FVUDU9RowSX1XLeWLOgHC0lftaf263VLlyltd
          HqXQUIEBAAGGwXOTY3NmMxMTMyNDkiDM%2BojPn5idR8rND77Cq1BYe7JH5JhfEU%2FcuRRbDu6eC0rwsbc0fj0D407n83E00zB59260
          yyYmHy1PFAN5bB518CEoan3Rf01ZvhZwSLZ5837gtxVDM7by1fU%PnAwk1oU5q5Bh1ipq%2Bc0aj5pKEavpQDb8WwMrv3KM30smhzu
          umqto3yu8V80q5Gh1%20%2B20cshX1C8i30Bbd045KbFubj5846k385wFIPp66T4Dsc1Ao8pT%2BwhUpyJrsmkynzHCn%2Brcn5UIz
          fg0M1eGkIELqWQhAv5wvTtWZIXGrkmPB0k8xHD0Yewa750yxEvFYX%2F4r%2Bb3Ah9Le6%2B05I4FLMUSTPgZ1eDQILBzu001b1%2B8
          kfldJYdJ5bz7EAd3vOgi0J4521oXx41vHnU79VfqPU082by1jg221ac%2F3I8W8j6g7%208KBvjHwXTnKxc9ikMpi0A311io5RrV0a1Z
          s%2014%2FUE1GwXmrG07m6RD1Eg1b1rXgeat%2Fpn5TCRC1fouaz4qgf%2Fde2Ely%2FMV6YU%2BQ0x3c003IDN87xno%2B0kxZSLjX
          H%2B1BXXIHENHPp9TeDvQpPokY70JGXhit%2F0R8UNGImnvtOk4AixgVnuHyEwDrw%2B0TP%2By1EgOv%2BjHUKWzZdN6CKHSEsbawb4
          ugl3%2FD0KAJo17uthZf2wXkAQc%2Bafv75Qjv50MUA8UWpKlgx5ddtVyQVC%2B8TTb4es7q1z%2BzQH70VWU5HGACURIfvIelF4RkNy
          f6D%2Fk3cXm3CWTGJ16118UAQ1UAdMybV115srX5v8n3lgV1J1HRmrblvQ3m7R3V9kmRoFrVo5Qd%2F1zKWJ39xuk%2BpRQvG%2Fti
          hbhVp1euvZW9%2B5D7uYm5qykqz%2B8XdVQpNCSpqQmp3ctm8ZfR002637alxv%2Fahxz1BhsRS5A0JaJaGW741NMGT3MACQr8BtVuN5M
          tu5FYHmzxRIq571VvaycZOTY2EBF11leo7k0wA1L56KUqRR2x6ylGsyVoA9Dkk1W81RkKk4uhrqr817DA5nQFBQTw3%2BCHHnJwtsu
          0J558E5E1DmaduSUB8gnj5BSRzIhcormo5bh%2B2BduVjftmfuWFOZ6LkrodZ%2BvC%2Fjq0mYPO1VH1804Dftj75uapmhdaQUnd8FAns
          sJFHCFgkH0AWcejbOyJwDce8IQ0fDVWX%2Fq8GBMFS8EDjwnZRw%3D",
          "topics": [
            "742414753086/y7vj6bnd5jakfp3xgpsjpeqjy4/onAddTeamUser/572f080d89b9786c2d77b134d
            40677078ecd54a3a21a6c7ffdf69508d980da9",
            "742414753086/y7vj6bnd5jakfp3xgpsjpeqjy4/onSubscriptionChange/924669a3ae22901074
            d0d8c0d81c3a73b1a720dad5e0b8c408486bf0fc431449",
            "742414753086/y7vj6bnd5jakfp3xgpsjpeqjy4/onTeamChange/924669a3ae22901074d0d8c8d8
            1c3a73b1a720dad5e0b8c408486bf0fc431449"
          ],
          "client": "bwtswiejinahtn5nb70tizmryy"
        },
        {
          "url": "wss://a307bjgfbjcsj5-ats.iot.us-east-1.amazonaws.com/mqtt?X-Amz-Algorithm=AW
          S4-HMAC-SHA256&X-Amz-Credential=ASIAS3UEXNMWQYQNM2JGN%2F20250504%2Fus-east-1%2Fiotdevicegateway%2Faws4_re
          quest&X-Amz-Date=20250504T063129Z&X-Amz-Expires=3600&X-Amz-SignedHeaders=host&X-Amz-Signature=c4b6f31e3b
          b7bfc58a0dc9718207eb1fc71ad549ec6d4320210285961f44cccc&X-Amz-Security-Token=IQoJb3JpZ2luX2VjE6CaCXVzLWVh
          c3QtNSJHMEUCIQOB6ZwudE1W6zBbozcFxDgela68gv1f0nc3crouEgWLOQIgQnPIep%2FVUDU9RowSX1XLeWLOgHC0lftaf263VLlyltd
          HqXQUIEBAAGGwXOTY3NmMxMTMyNDkiDM%2BojPn5idR8rND77Cq1BYe7JH5JhfEU%2FcuRRbDu6eC0rwsbc0fj0D407n83E00zB59260
          yyYmHy1PFAN5bB518CEoan3Rf01ZvhZwSLZ5837gtxVDM7by1fU%PnAwk1oU5q5Bh1ipq%2Bc0aj5pKEavpQDb8WwMrv3KM30smhzu
          umqto3yu8V80q5Gh1%20%2B20cshX1C8i30Bbd045KbFubj5846k385wFIPp66T4Dsc1Ao8pT%2BwhUpyJrsmkynzHCn%2Brcn5UIz
          fg0M1eGkIELqWQhAv5wvTtWZIXGrkmPB0k8xHD0Yewa750yxEvFYX%2F4r%2Bb3Ah9Le6%2B05I4FLMUSTPgZ1eDQILBzu001b1%2B8
          kfldJYdJ5bz7EAd3vOgi0J4521oXx41vHnU79VfqPU082by1jg221ac%2F3I8W8j6g7%208KBvjHwXTnKxc9ikMpi0A311io5RrV0a1Z
          s%2014%2FUE1GwXmrG07m6RD1Eg1b1rXgeat%2Fpn5TCRC1fouaz4qgf%2Fde2Ely%2FMV6YU%2BQ0x3c003IDN87xno%2B0kxZSLjX
          H%2B1BXXIHENHPp9TeDvQpPokY70JGXhit%2F0R8UNGImnvtOk4AixgVnuHyEwDrw%2B0TP%2By1EgOv%2BjHUKWzZdN6CKHSEsbawb4
          ugl3%2FD0KAJo17uthZf2wXkAQc%2Bafv75Qjv50MUA8UWpKlgx5ddtVyQVC%2B8TTb4es7q1z%2BzQH70VWU5HGACURIfvIelF4RkNy
          f6D%2Fk3cXm3CWTGJ16118UAQ1UAdMybV115srX5v8n3lgV1J1HRmrblvQ3m7R3V9kmRoFrVo5Qd%2F1zKWJ39xuk%2BpRQvG%2Fti
          hbhVp1euvZW9%2B5D7uYm5qykqz%2B8XdVQpNCSpqQmp3ctm8ZfR002637alxv%2Fahxz1BhsRS5A0JaJaGW741NMGT3MACQr8BtVuN5M
          tu5FYHmzxRIq571VvaycZOTY2EBF11leo7k0wA1L56KUqRR2x6ylGsyVoA9Dkk1W81RkKk4uhrqr817DA5nQFBQTw3%2BCHHnJwtsu
          0J558E5E1DmaduSUB8gnj5BSRzIhcormo5bh%2B2BduVjftmfuWFOZ6LkrodZ%2BvC%2Fjq0mYPO1VH1804Dftj75uapmhdaQUnd8FAns
          sJFHCFgkH0AWcejbOyJwDce8IQ0fDVWX%2Fq8GBMFS8EDjwnZRw%3D",
          "topics": [
            "742414753086/y7vj6bnd5jakfp3xgpsjpeqjy4/onAddTeamUser/572f080d89b9786c2d77b134d
            40677078ecd54a3a21a6c7ffdf69508d980da9",
            "742414753086/y7vj6bnd5jakfp3xgpsjpeqjy4/onSubscriptionChange/924669a3ae22901074
            d0d8c0d81c3a73b1a720dad5e0b8c408486bf0fc431449",
            "742414753086/y7vj6bnd5jakfp3xgpsjpeqjy4/onTeamChange/924669a3ae22901074d0d8c8d8
            1c3a73b1a720dad5e0b8c408486bf0fc431449"
          ],
          "client": "bwtswiejinahtn5nb70tizmryy"
        }
      ]
    }
  },
  "payload": {
    "type": "roko",
    "data": {
      "id": "1927/1937",
      "comment": "roko"
    }
  }
}

```

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's software showing the Parallel Company's AI module is integrated.

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
2025-05-03 23:31:15 GET https://23.43.51.145/AS/API/WindowsCortanaPane/V2/Suggestions?qry=rokoko&set
lang=en-US&cc=US&qfm=1&cp=6&cvid=4d3ab704d26e40309239fa7077cd64c5&ig=9747aa8
569cb4596b2b7fddedbaa6bcf HTTP/2.0
← 200 application/json 885b 102ms

Request Response Detail

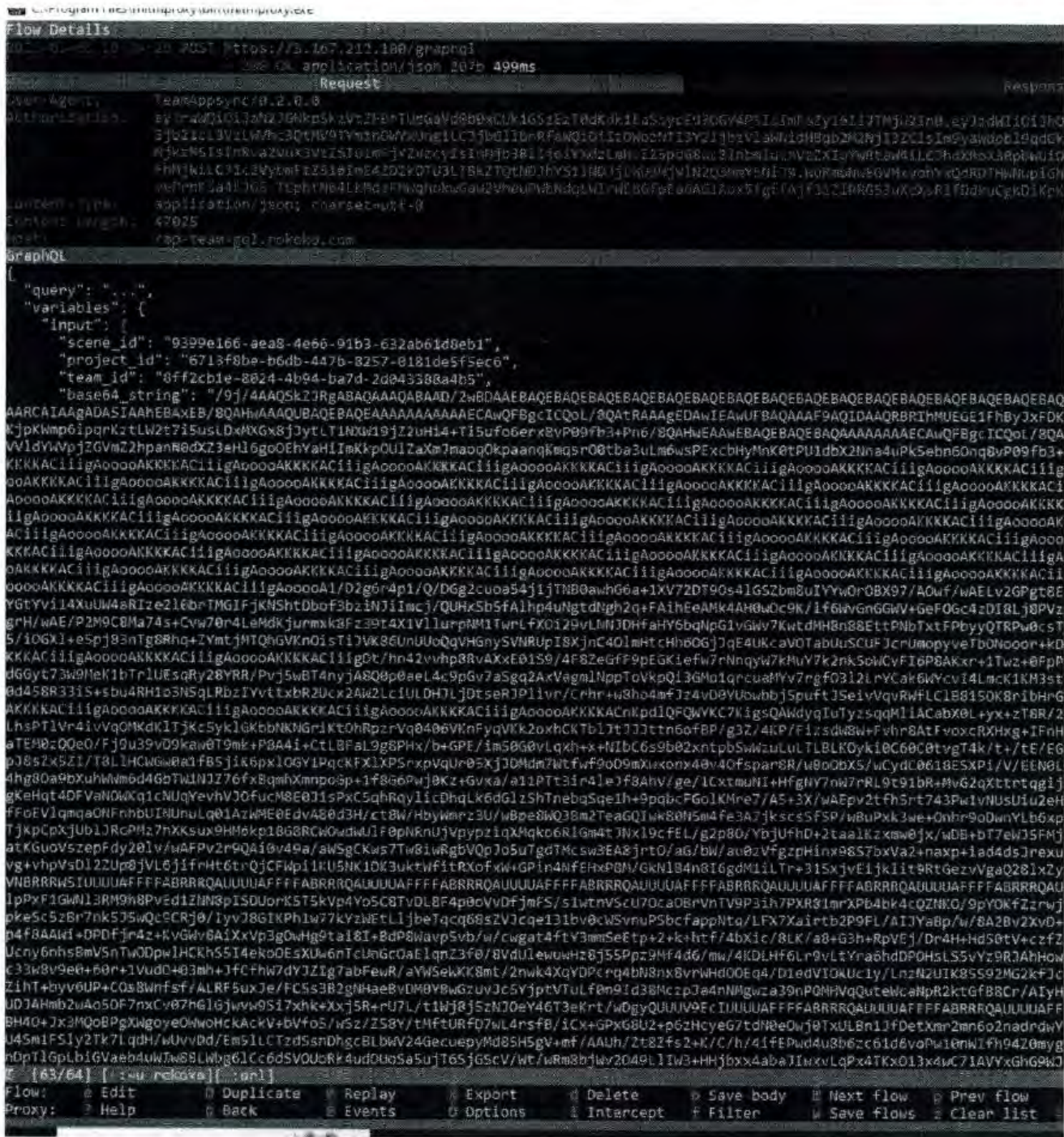
{"hcs": "0"}
},
"Text": "\ue000rokoko\u0001 studio download",
"HighConfidenceMetaSuggestionScore": 0,
"PrefetchConfidenceScore": 0
},
{
  "Attributes": {
    "url": "/search?q=rokoko+blender+addon",
    "query": "rokoko blender addon",
    "stype": "A5",
    "Im":
"1000:\\"0\\";2200:\\"13\\";30001:\\"20228\\";2152:\\"21228\\";2000:\\"656\\";2011:\\"6\\";11034:\\"1643367922\\";";
    "hcs": "0"
  },
  "Text": "\ue000rokoko\u0001 blender addon",
  "HighConfidenceMetaSuggestionScore": 0,
  "PrefetchConfidenceScore": 0
},
{
  "Attributes": {
    "url": "/search?q=rokoko+ai",
    "query": "rokoko ai",
    "stype": "CT",
    "Im":
"1000:\\"0\\";2200:\\"7\\";30001:\\"21936\\";2152:\\"22386\\";2000:\\"118\\";2011:\\"7\\";11034:\\"1643367922\\";";
    "hcs": "0"
  },
  "Text": "\ue000rokoko\u0001 ai",
  "HighConfidenceMetaSuggestionScore": 0,
  "PrefetchConfidenceScore": 0
},
{
  "Attributes": {
    "url": "/search?q=rokoko+mocap",
    "query": "rokoko mocap",
    "stype": "MT",
    "Im":
"1000:\\"0\\";2200:\\"15\\";30001:\\"21497\\";2152:\\"22465\\";2000:\\"184\\";2011:\\"8\\";11034:\\"1643367922\\";";
    "hcs": "0"
  },
  "Text": "\ue000rokoko\u0001 mocap",
  "HighConfidenceMetaSuggestionScore": 0,
  "PrefetchConfidenceScore": 0
},
{
  "Attributes": {
    "url": "/search?q=rokoko+blender",
    "query": "rokoko blender",

```

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Large binary data being sent from Plaintiff's computer to Defendant without authorization or knowledge.



WALSH v ROKOKO ELECTRONICS - EXHIBITS

Showing Defendant taking Plaintiff's intellectual property from his computer where it resides and transferring it to them without provocation or authorization to do so.

© Rokoko Studio



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```
File Details
Name: ...
Size: ...
MD5: ...
SHA1: ...
SHA256: ...
Downloaded from: ...
```

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant receiving Plaintiff's physical body measurements.

```

Command Prompt - mitmproxy --mode regular --listen-port 8080

Flow Details
10:51:28 POST https://f3.1e7.212.118/graphql
+ 200 OK application/json 754b 337ms

Request Response Detail
Content-Type: application/json; charset=UTF-8
Content-Length: 754
Connection: keep-alive
X-Amz-Cf-Pop: LAX54-P6
Date: Sun, 04 May 2025 03:51:28 GMT
x-amzn-apsync-TokensConsumed: 1
x-amzn-RequestId: ab406ef6-f4e9-4144-b8ef-ae5a898fca45
Via: 1.1 44d53cda9eb1c41f29618022da3595c3.cloudfront.net (CloudFront), 1.1 5c31bb993b3beb3b5bb5dbb959b82368.cloudfront.net (CloudFront)
X-Cache: Miss from cloudfront
X-Amz-Cf-Pop: LAX54-P6
X-Amz-Cf-Id: j17foekIpgQc0Sgkw7klmCXM2X2FqZ7WuZNRqch48E-z1G1UK01UTO==

JSON [auto]
{
  "data": {
    "listTeamPresets": [
      {
        "preset_id": "01147c65-ae5a-4ba7-b360-dbf7d71f9036",
        "team_id": "0ff2cb1e-0024-4b94-ba7d-2d043388e4b5",
        "user_id": null,
        "name": "Matt",
        "preset_type": "ACTOR_PROFILE",
        "preset_data": "{\n  \"measurements\": {\n    \"TotalHeight\": 1.7526,\n    \"ArmSpan\": 1.87142626,\n    \"ShoulderWidth\": 0.506,\n    \"ShoulderHeight\": 1.45554912,\n    \"HipWidth\": 0.221797088,\n    \"HipHeight\": 1.00997281,\n    \"KneeHeight\": 0.5030861,\n    \"ManusLength\": 0.474291146,\n    \"HandLength\": 0.189716458,\n    \"HandWidth\": 0.08446817,\n    \"FootLength\": 0.258443385,\n    \"name\": \"Matt\", \"color\": {\n      \"r\": 0.8990392,\n      \"g\": 0.7647033,\n      \"b\": 0.350704322,\n      \"a\": 1.0\n    }\n  },\n  \"last_modified\": 1679287673831,\n  \"created_at\": 1679285327367,\n  \"created_by\": \"a8d9d957-0de4-42ea-b42c-e765e7d76f96\",\n  \"is_deleted\": false,\n  \"operation\": null\n}",
        "last_modified": 1679287673831,
        "created_at": 1679285327367,
        "created_by": "a8d9d957-0de4-42ea-b42c-e765e7d76f96",
        "is_deleted": false,
        "operation": null
      }
    ]
  }
}

[103/294][*:~u rokoko] [*:8080]
Warn: [23:21:46,177][127.0.0.1:63599] Client TLS handshake failed. The client does not trust... (more in eventlog)

```

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's software sending Plaintiff's intellectual property for his video game to them.

C:\Program Files\mitmproxy\bin\mitmproxy.exe

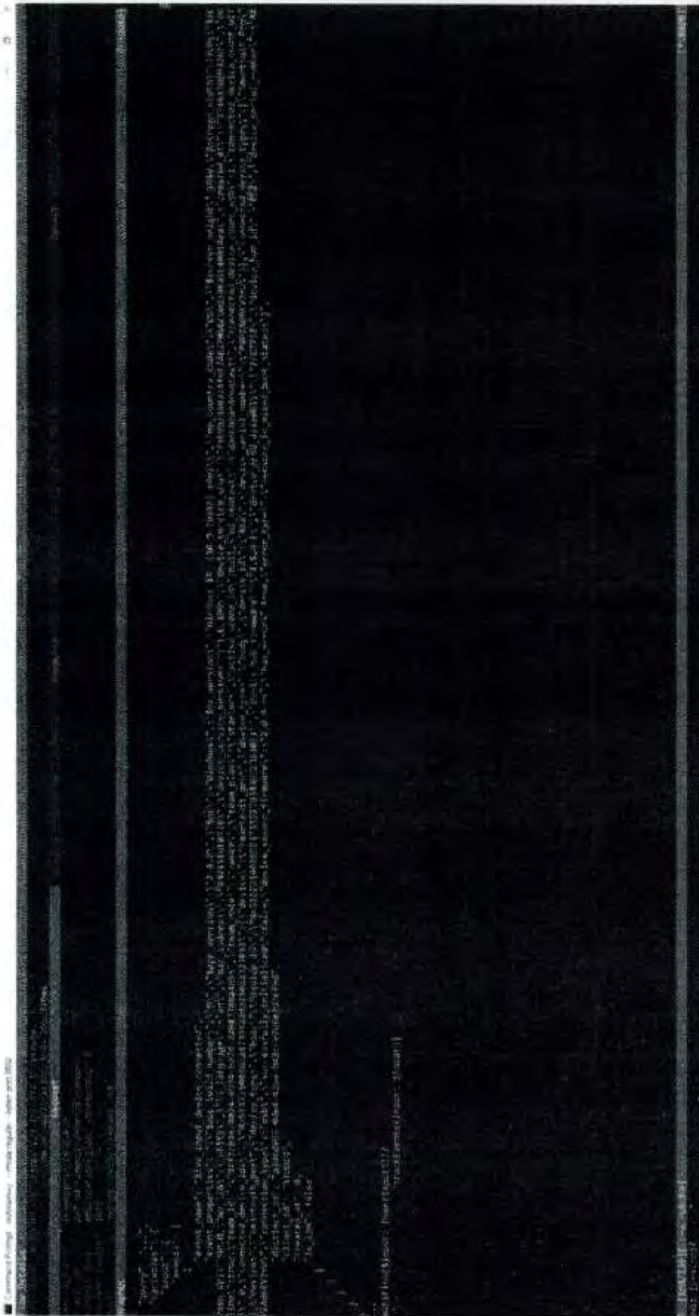
```
Flow Details
2025-05-03 19:08:50 POST https://3.167.212.14/graphql
    200 OK application/json 333b 379ms
Request
User-Agent: TeamAppsSync/0.2.0.0
Authorization: eyJraWQiOiJhbnRlbnR5bWVjNS0wNTMwNT1kZjQ2OGElLCJldmVudF9pZC
5NTA2OGJkMC1hYzYyLTZSI6ImE4ZDZkOTU3LTBkZTQtNDJhYS1iNDJjLWU3NjV1M
FhMjkiLCJ1c2VybmFtZSI6ImE4ZDZkOTU3LTBkZTQtNDJhYS1iNDJjLWU3NjV1M
K6-6wES94MoN2w6GXst5vKpMTpFMat64-1ekF3TNFc0VwuQ4L1qXCcZPOsPz5rp
Content-Type: application/json; charset=utf-8
Content-Length: 648
Host: rmp-team-gql.rokoko.com
GraphQL
{
  "query": "...",
  "variables": {
    "input": {
      "team_id": "8ff2cb1e-8024-4b94-ba7d-2d043388a4b5",
      "project_id": "6713f8be-b6db-447b-8257-0181de5f5ec6",
      "name": "THE NEXT WORLD",
      "is_deleted": false,
      "last_modified": 1746324529721
    }
  }
}
---
mutation($input: ProjectInput!){?
  updateProject(input: $input) {?
    project_id?
    team_id?
    name?
    last_modified?
    created_by?
    created_at?
    operation?
    thumbnail_last_modified?
    is_deleted}}}
```

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

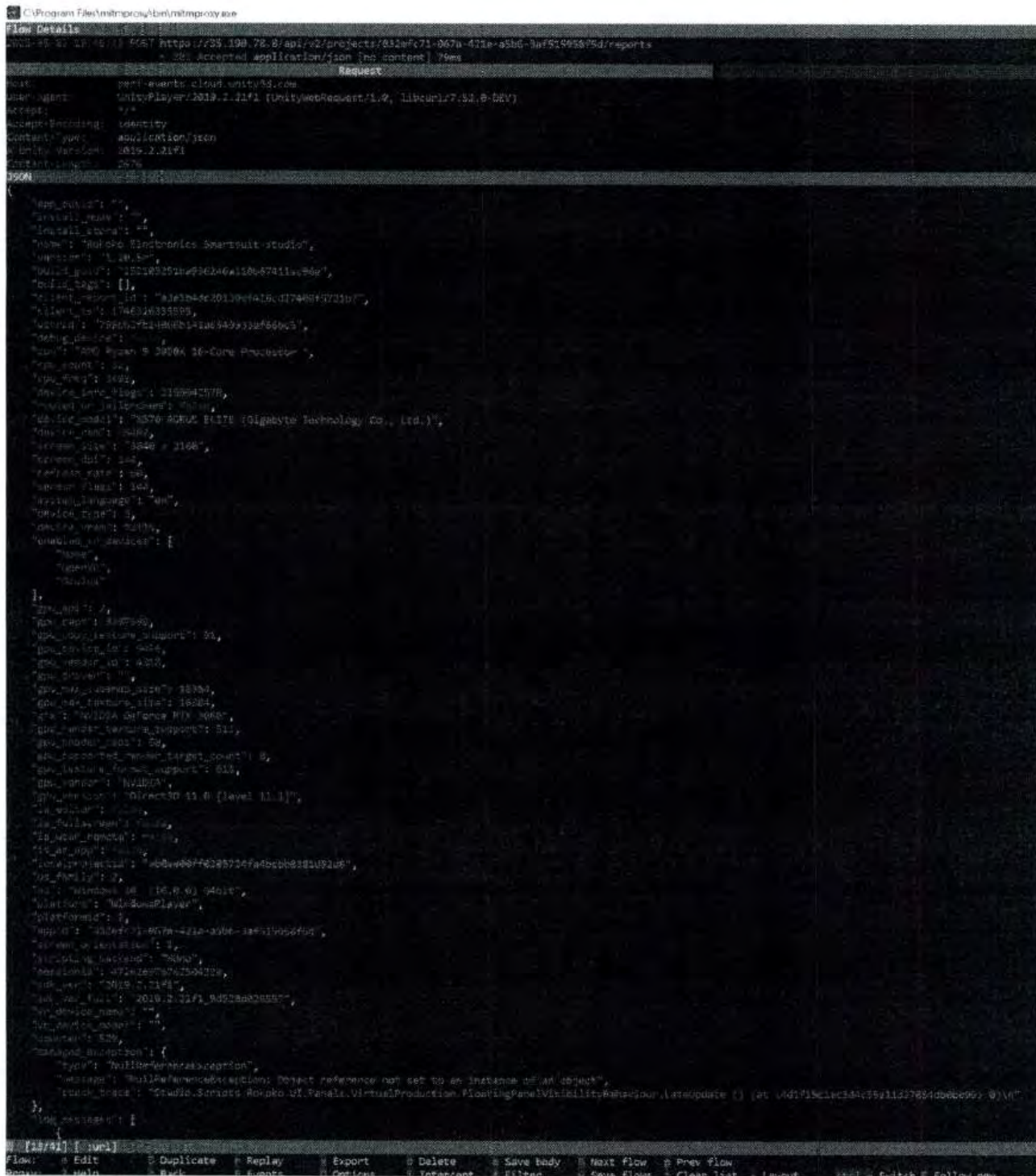
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Proof that Defendant receives instant, detailed, accurate information about hardware failures and causes. This image shows Defendant at all times knew Plaintiff's sensors were malfunctioning but instead blamed it on cables.



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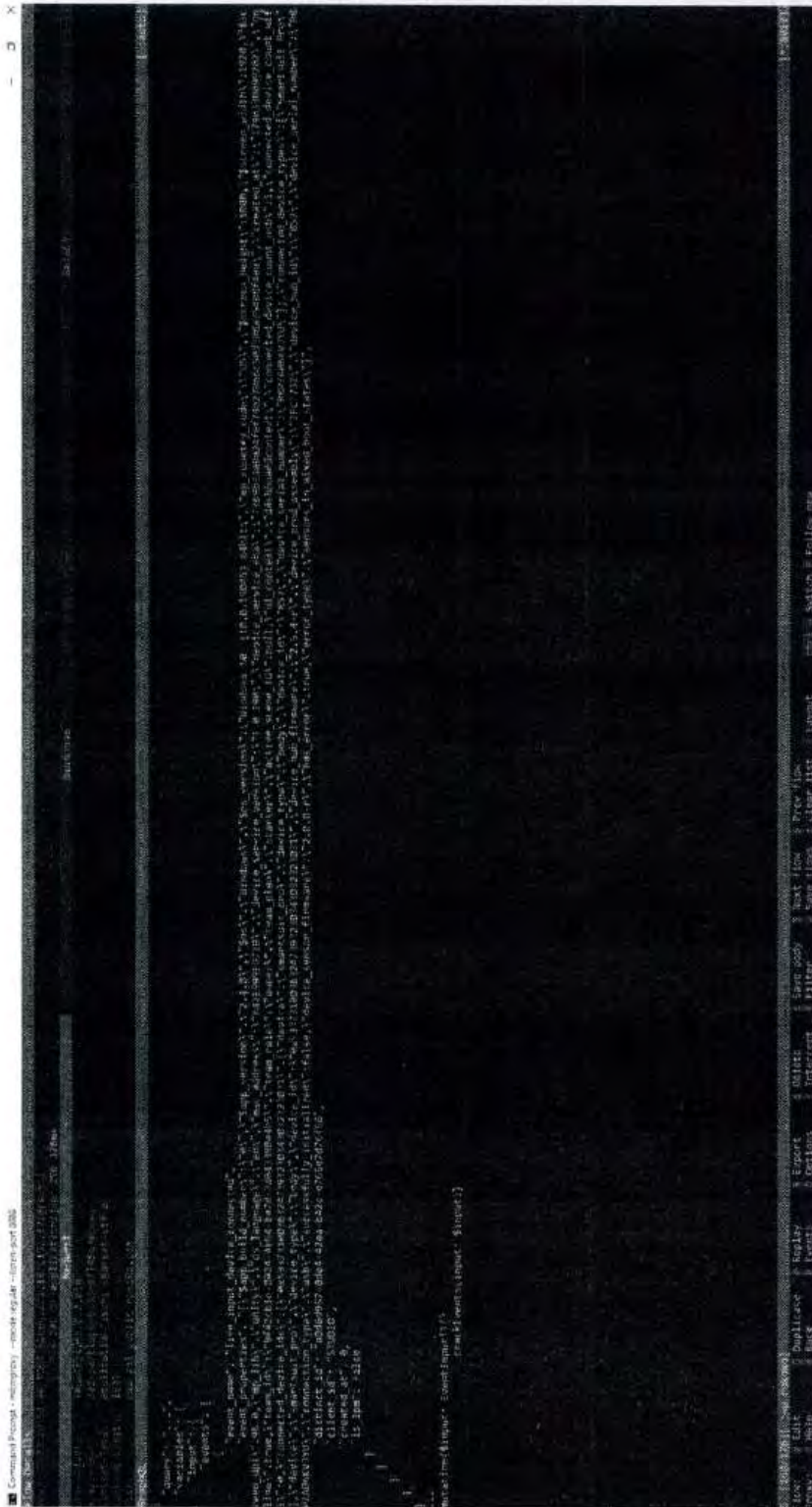
Defendant's software sends them all hardware details of your machine including whether or not you own other products like "Oculus"



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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant is told when you even plug hardware into your USB ports.



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Defendant tracks when your wifi settings change.

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant stating they have a 1-year warranty on products

support.rokoko.com/en-us/articles/23850513060113-Rokoko-Smartsuit-Pro-II-FAQs

Rokoko Studio?

- ✓ Is it possible to use the Smartsuit Pro II without a WiFi connection?
- ✓ What do the various colours on the Smartsuit Hub and sensors mean?
- ✓ Some of the sensors on the Smartsuit Pro II don't appear to be working?

✓ Can I wash my Smartsuit Pro II?

^ What kind of warranty does my Smartsuit Pro II have?

All Rokoko products come with a default one year warranty. You can read more details about this [here](#).

✓ What should I do if my Smartsuit Pro II isn't appearing in Rokoko Studio?

Was this article helpful?

Yes

No

Have more questions? [Submit a request](#)

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant claiming they offer repair services, including parts (cables and sensors)

support.rokoko.com/en-us/articles/14277621966353-What-warranty-does-the-Smartsuit-Pro-II-come-with

products, please don't hesitate to reach out to our Customer Support team at support@rokoko.com.

Out-of-Warranty Repairs

At Rokoko, we understand that sometimes electronic components may require repair, even after the warranty period has expired. To provide you with the best service possible, we offer out-of-warranty repair options for your Smartsuit Pro II.

Fixed Repair Costs

For products that are no longer covered by the warranty, a fixed cost will apply for in-house repairs based on the extent of the repair needed:

- **Minor Repair:** This category includes repairs involving issues such as diagnosis and repair time, cables, and only one sensor, or calibration adjustments. The cost for minor repairs is \$150.
- **Major Repair:** Major repairs encompass more extensive issues, including diagnosis and repair time, cables, hub repair, more than one sensor, or calibration adjustments. The cost for major repairs is \$250.

Please note that in some cases, repairs may require special attention or incur additional costs based on the specific nature of the repair needed. Special repair charges can vary, and our Customer Support team will assess and communicate any such charges before proceeding with the repair.

Additionally, customers have the option to contact our Customer Support team to prepare a Repair Kit, which may include cables and sensors at an additional cost. Customers taking this approach are responsible for self-repairing their product using the provided Repair Kit with instructions from our Customer Support team.

We want to ensure that you have the flexibility to choose the most suitable repair option for your needs. If you have any questions or require further assistance regarding repairs, special charges, or Repair Kits, please do not hesitate to contact our Customer Support team.

Shipping and Responsibility

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant offering a generous 30-day return for refund policy

support.rokoko.com/hc/en-us/articles/14675193120769-Can-I-return-the-Smartsuit-Pro-II-or-Smartgloves-and-get-a-refund

Can I return the Smartsuit Pro II or Smartgloves and get a refund?

Who is this article relevant for?

This article is for anyone who's looking to learn more about our return policy.

Which products is this article relevant for?

Smartsuit Smartsuit Pro II Smartgloves

Return policy

We offer a generous 30-day return policy for all hardware products, starting from the date of delivery. This policy applies to our range of hardware items, not limited to Smartsuit and Smartgloves. This gives you ample time to try out your purchase and decide whether it meets your needs. If you find that the product does not meet your expectations, you can return it within 30 days from the date of delivery for a refund, excluding shipping costs.

Return Eligibility

To be eligible for a full refund, please adhere to the following conditions:

1. Electronics: The electronics component of the Smartsuit, Smartgloves, or any hardware product must not be damaged or altered in any way.

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

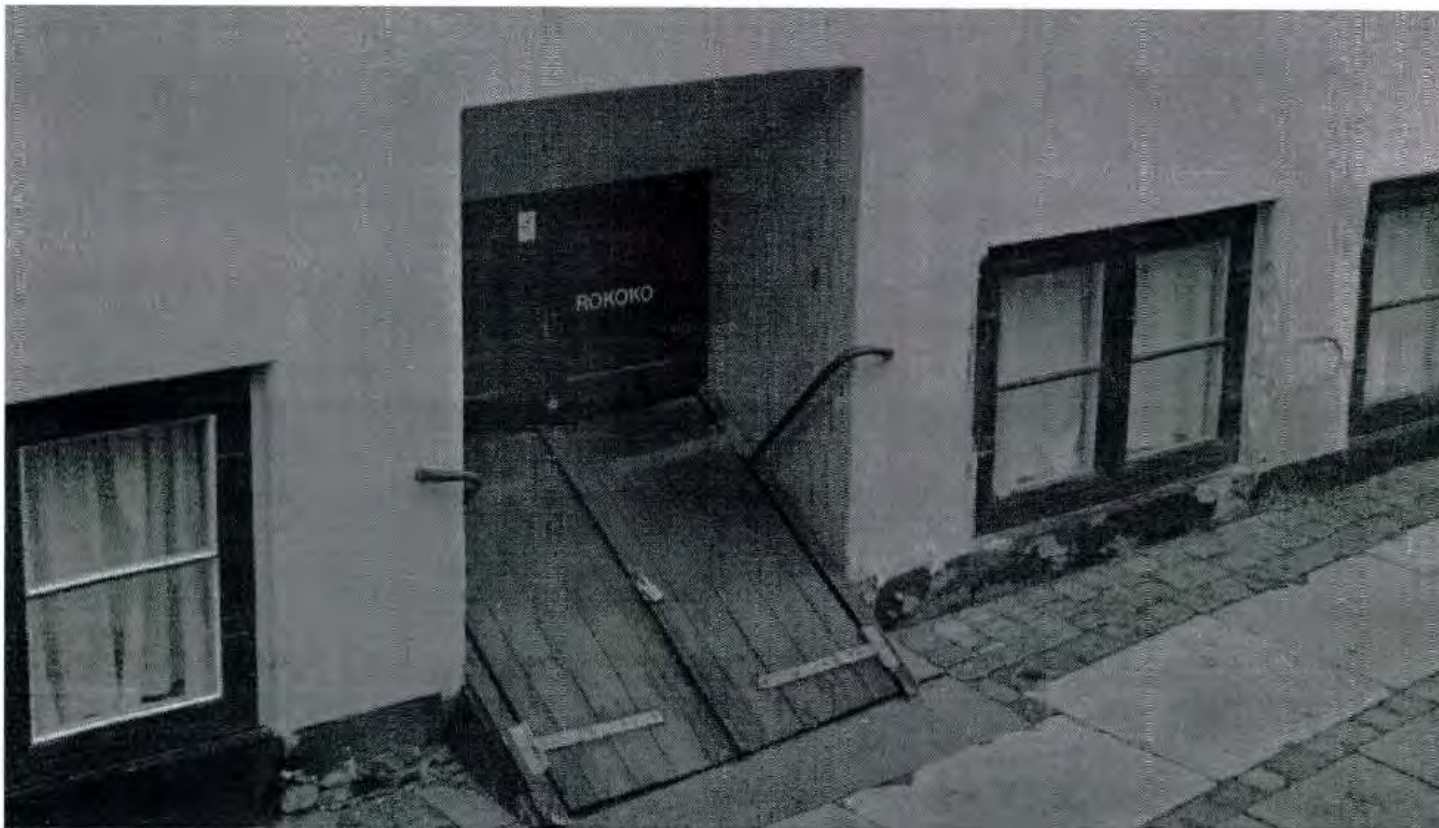
Defendant's website explicitly stating inventory and products and shipping come from the Copenhagen office, not a "third party logistics service" as Defendant argued



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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's Copenhagen headquarters. A 900sqft locked basement unit with no loading/shipping areas.
Shared mailboxes in the walkway. Small sticker on door to establish commercial intent. Sep. 2024



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WALSH v ROKOKO ELECTRONICS - EXHIBITS
Continued from 65 – July 2022



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WALSH v ROKOKO ELECTRONICS - EXHIBITS
Continued from 66, Jan 2021



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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 67 – October 2018

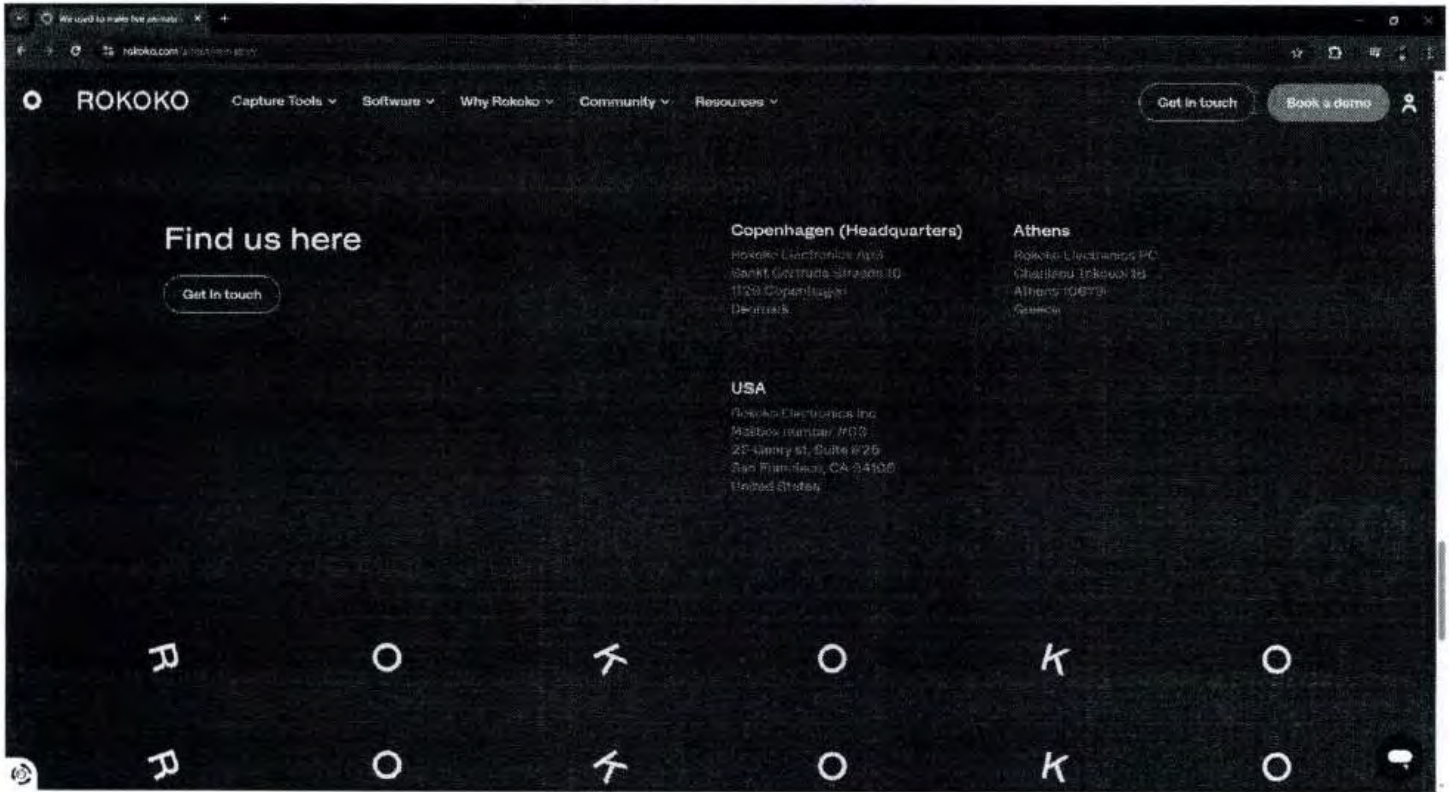


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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant openly admitting on their website that there is no San Francisco office, it's simply a mailbox.



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WALSH v ROKOKO ELECTRONICS - EXHIBITS

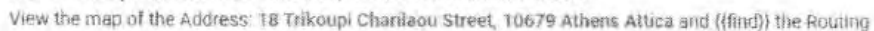
Defendant's "San Francisco Office" where "teams" are present:

The screenshot shows the iFARM website's 'Select a plan' page. The browser address bar indicates the URL is 'farm-sfo-san-francisco-urbanmail.co/urbanmail/sign-up'. The page features the iFARM logo and navigation links for 'Home', 'Product and Ask Support', and 'My Account'. Below the logo, there are filters for 'Business' and 'Personal' (with 'Business' selected), and 'Monthly' and 'Yearly' (with 'Monthly' selected). The main content area displays four service plans in a grid:

Address Only	Mailbox Simple	Mailbox Plus	Virtual Office Basic
\$10.00/month <small>(Includes 100 items)</small>	\$20.00/month <small>(Includes 100 items)</small>	\$30.00/month <small>(Includes 100 items)</small>	\$62.50/month <small>(Includes 100 items)</small>
Get started	Get started	Get started	Get started
<ul style="list-style-type: none"> ✓ Complimentary mail items / month - 1 item/month ✓ Complimentary letter scanning / month - 1 item/month ✓ Shipping and Recycling - \$1.20/item ✓ Additional recipients - \$1.00/recipient 	<ul style="list-style-type: none"> ✓ Complimentary mail items / month - 10 items/month ✓ Complimentary letter scanning / month - 10 items/month ✓ Complimentary letter shredding / month - 10 items/month ✓ Additional recipients - \$1.00/recipient 	<ul style="list-style-type: none"> ✓ Complimentary mail items / month - 100 items/month ✓ Complimentary letter scanning / month - 50 items/month ✓ Complimentary letter shredding / month - 50 items/month ✓ Additional recipients - \$1.00/recipient 	<ul style="list-style-type: none"> ✓ Complimentary mail items / month - 100 items/month ✓ Complimentary letter scanning / month - 100 items/month ✓ Complimentary letter shredding / month - 100 items/month ✓ Additional recipients - \$1.00/recipient ✓ Conference room / day - 10/month <small>At Conference Room 20% OFF</small> ✓ On-site access - 1 day/month <small>Buy Pass 50% OFF</small>

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→   [google.com/search?q=Charilaou+Trikoupi+18+Athens+10679+Greece&sa=X&as_sqr=7d47c209775424ca&as_sqr=AHTr8zo0pyVKu0Q_xridf3](https://www.google.com/search?q=Charilaou+Trikoupi+18+Athens+10679+Greece&sa=X&as_sqr=7d47c209775424ca&as_sqr=AHTr8zo0pyVKu0Q_xridf3)



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WALSH v ROKOKO ELECTRONICS - EXHIBITS

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Stone Soup Athens - Google

Stone Soup Athens

Workspace
Located in the heart of Athens, surrounded by bars and restaurants.

People
Owner: Stone Soup Athens (owner) · 1 person

News
We started with 10 people in the heart of Athens, and there were many more.

Services
We started with 10 people in the heart of Athens, and there were many more.

Research
We started with 10 people in the heart of Athens, and there were many more.

Make reservation from Athens

Stone Soup (@stonesoupcoworking)
Cafe coworking in the heart of Athens. Local and international coworkers, free space, digital community. Make an appointment to join us!

Facebook · Stone Soup
10 · 10 reviews

Stone Soup
A warm and inviting coworking space in the heart of Athens, open to Coworkers from around the world.

Stone Soup
207 Google reviews
Office space, coworking in Athens, Greece

Address: Chalki Street 10, 5th Floor, Athens 105 70, Greece
Phone: +30 21 0228 8186
Hours: Open 24 hours
Suggest an edit · Claim this business

Reviews
Reviews from the web
5/5 · 10 reviews · 10 reviews

Google reviews
4.9 · 207 Google reviews

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Defendant's "Los Angeles office" where "teams" work.



Defendant stating they have "teams" located in Copenhagen, San Francisco, Los Angeles and Athens



WALSH v ROKOKO ELECTRONICS - EXHIBITS

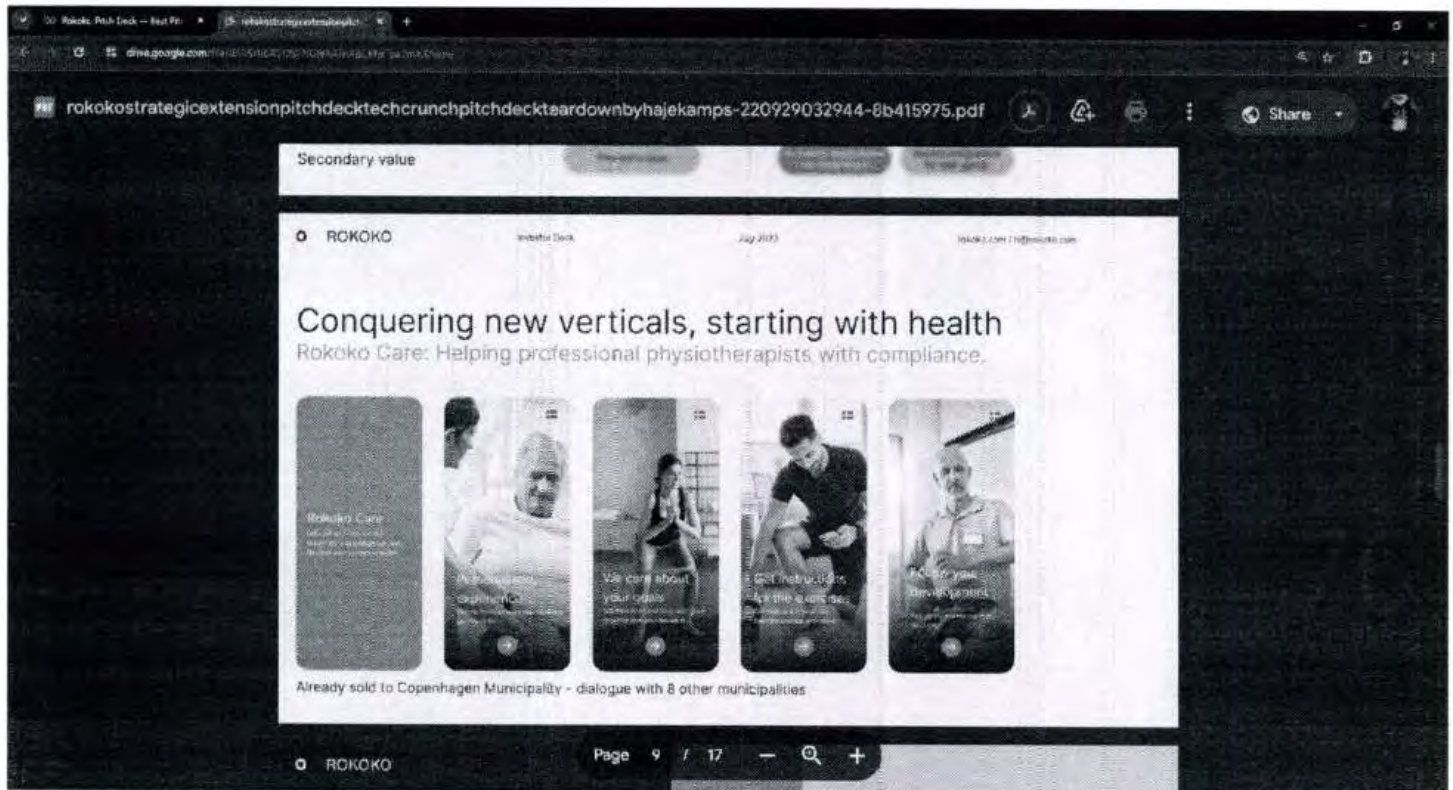
Showing Defendant's parallel company selling an AI product which was trained using motion capture data stolen from Plaintiff and other Rokoko users.



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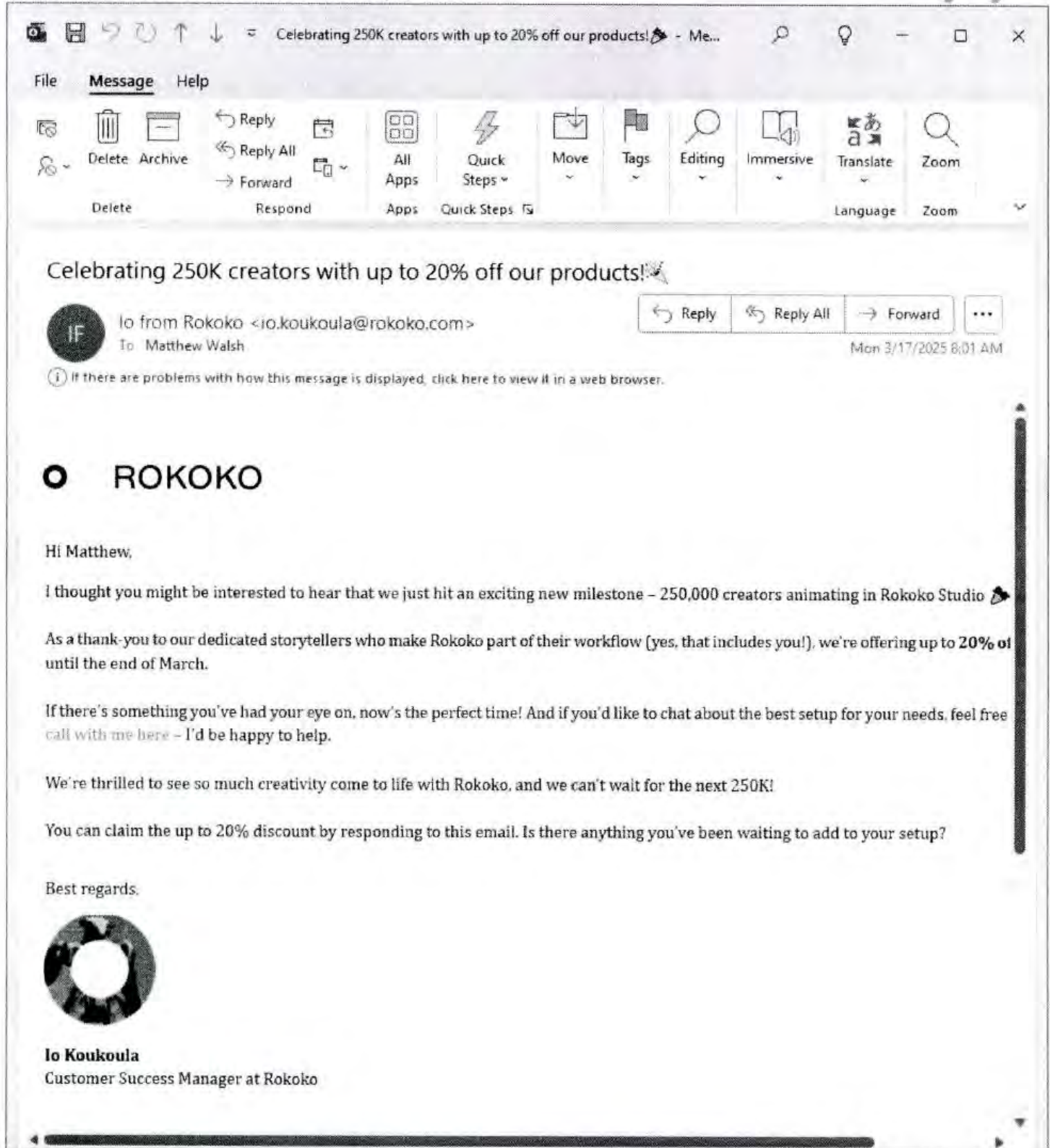
WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's pitch deck to investors tying the Parallel Company directly to Defendant's own company; making them one enterprise.



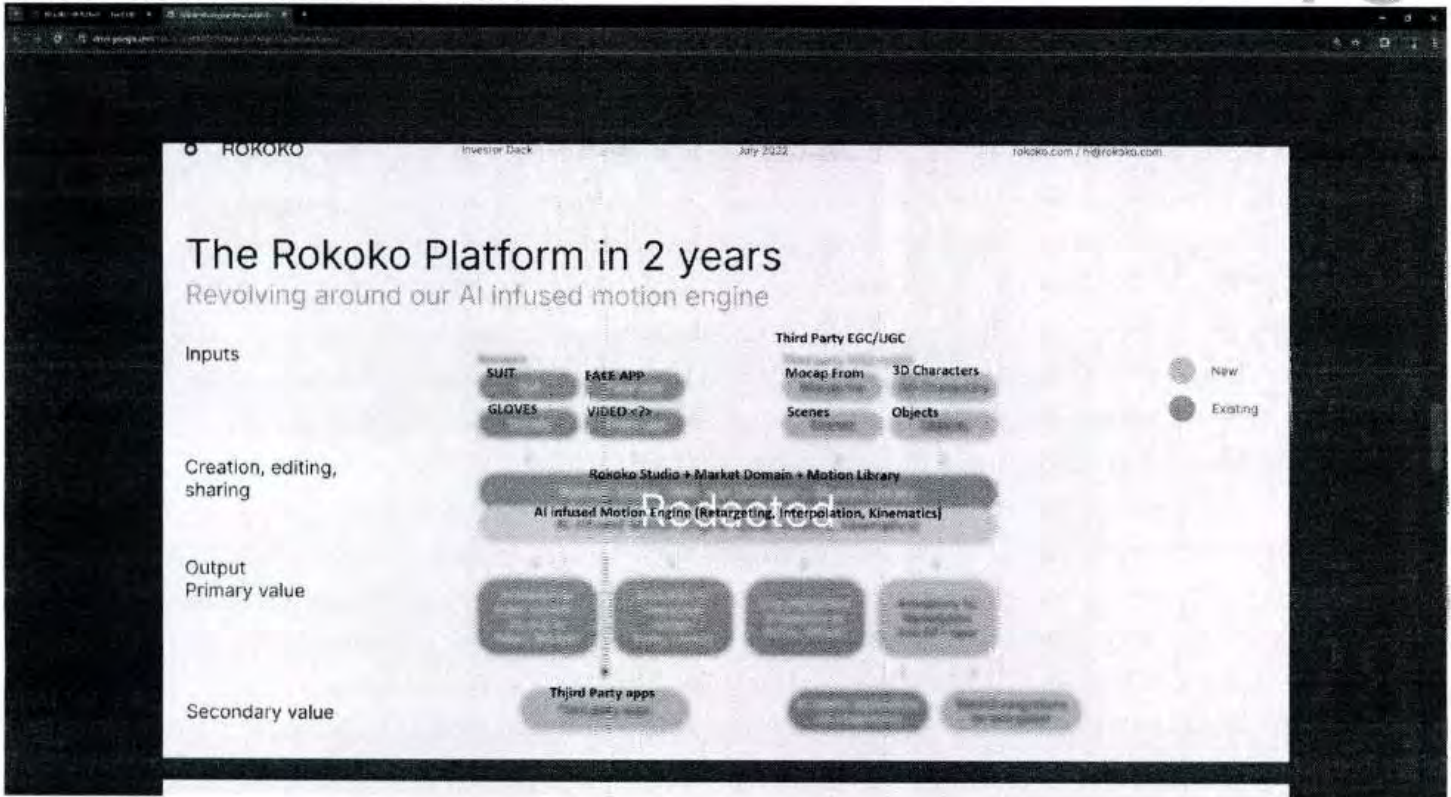
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WALSH v ROKOKO ELECTRONICS - EXHIBITS

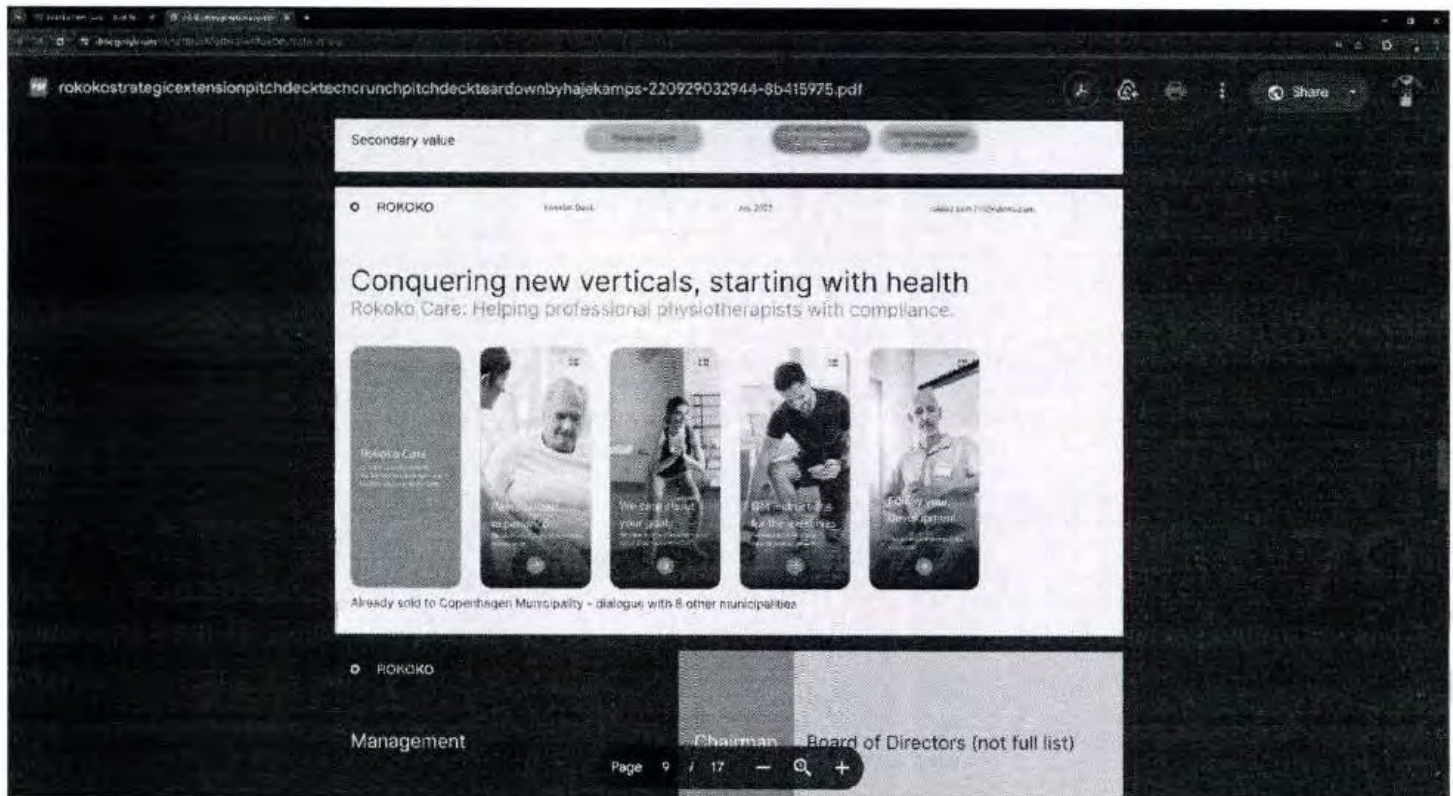


NOTE: Modified by Plaintiff to unredact text. Demand original in discovery.

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 78, Defendant pitches to investors that Rokoko and Rokoko Care is the same enterprise and product line, using the same IP with the same management.



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80




WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 79, showing shared management including head of Roblox Studio, Stefano Corazza and former CPO of Unity, Brett Bibby


rokokostrategicextensionpitchdecktechcrunch ... ardownbyhajekamps-220929032944-8b415975.pdf

Share




Management

		
Jakob Balslev	Matias Søndergaard	Mikkel Lucas Overby
Founder & CEO	Co-founder & CPO	COO / CFO
MA in Film Production	MSc in Economics	Ph.D. in Economics & Strategy

Chairman


Jess Tropp
Principal in Nordic Capital
Private Equity expert

Board of Directors (not full list)

		
Stefano Corazza	Brett Bibby	Rikke Crosby
Head of Roblox Studio	Former CPO of Unity	CSO of Nordisk Film
Animation & 3D expert	Game industry expert	Film industry expert

ROKOKO

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rokoko.com / hajekamps.com

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81

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 80, Defendant claiming to investors they sold consumers hardware to become “the largest fleet of mocap systems in the market” and admitting “we collect motion data that exponentially improves our ability to distill digital movement through machine learning”. They admit in 2024 alone they stole 90M pieces of intellectual property from users and claim they have sold around 135,000 motion capture systems in between 2021 and 2024 alone.

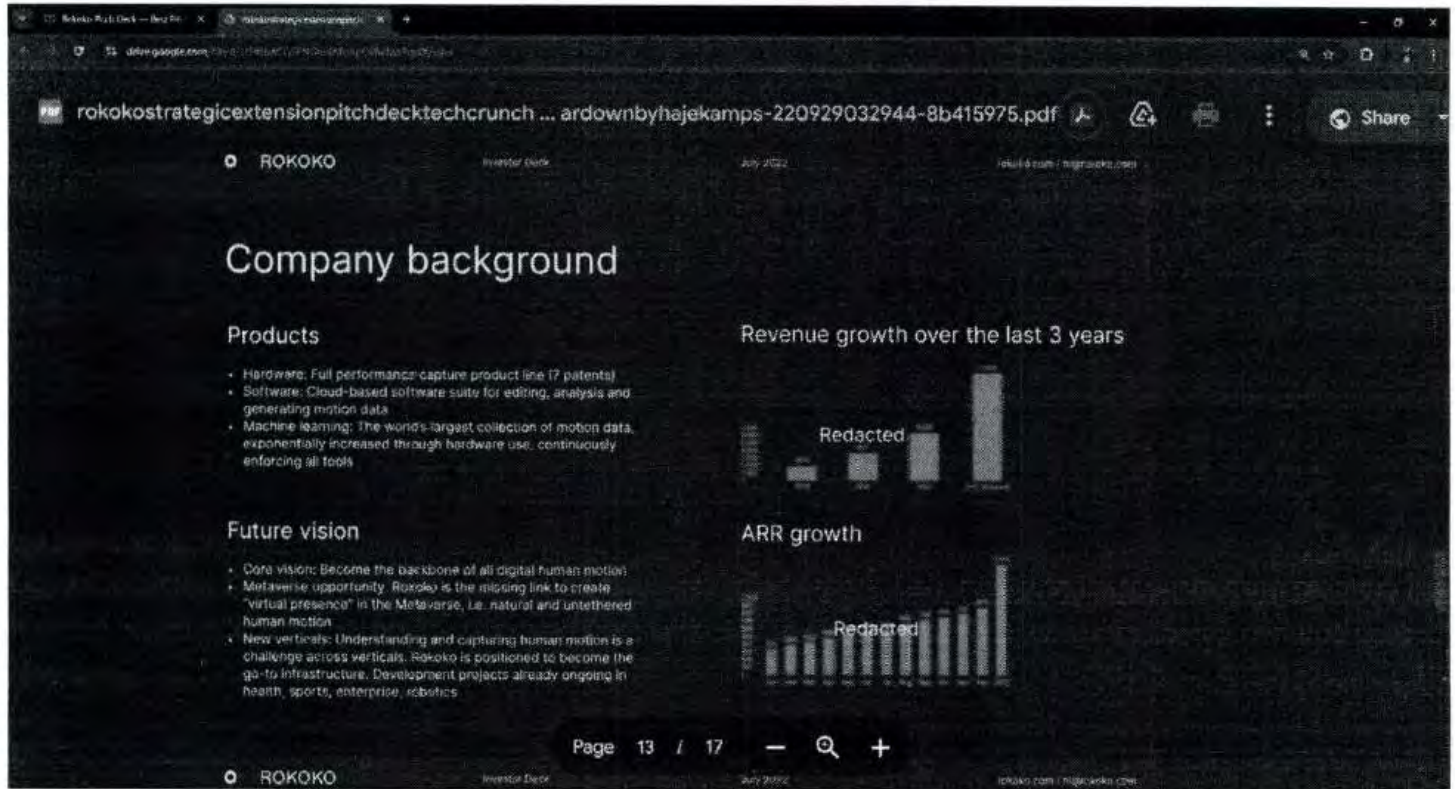


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82

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 81, showing Defendant at all times had planned to steal intellectual property from creators like Plaintiff, resell that data to third parties and train artificial intelligence while massively growing revenue year after year.



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WALSH v ROKOKO ELECTRONICS - EXHIBITS

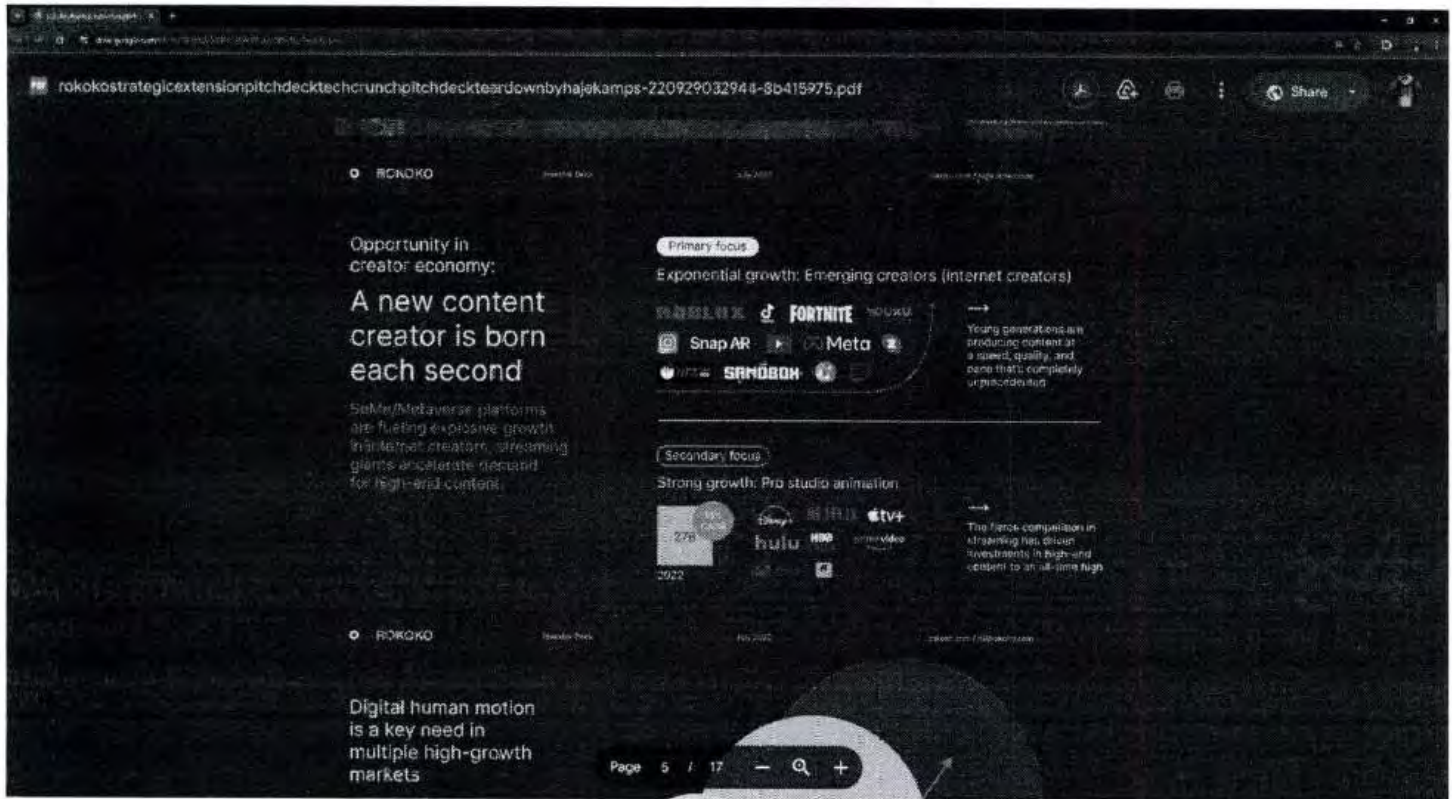
Continued from 82, showing Defendant in their own words state they steal intellectual property "From empowering creators..." and distribute it "... to the backbone of all digital movement" (namely, for-profit monetization by Defendant).



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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 83, Defendant states the companies which benefit from the stolen intellectual property, including Roblox, which is headed by Rokoko board member Stefano Corazza

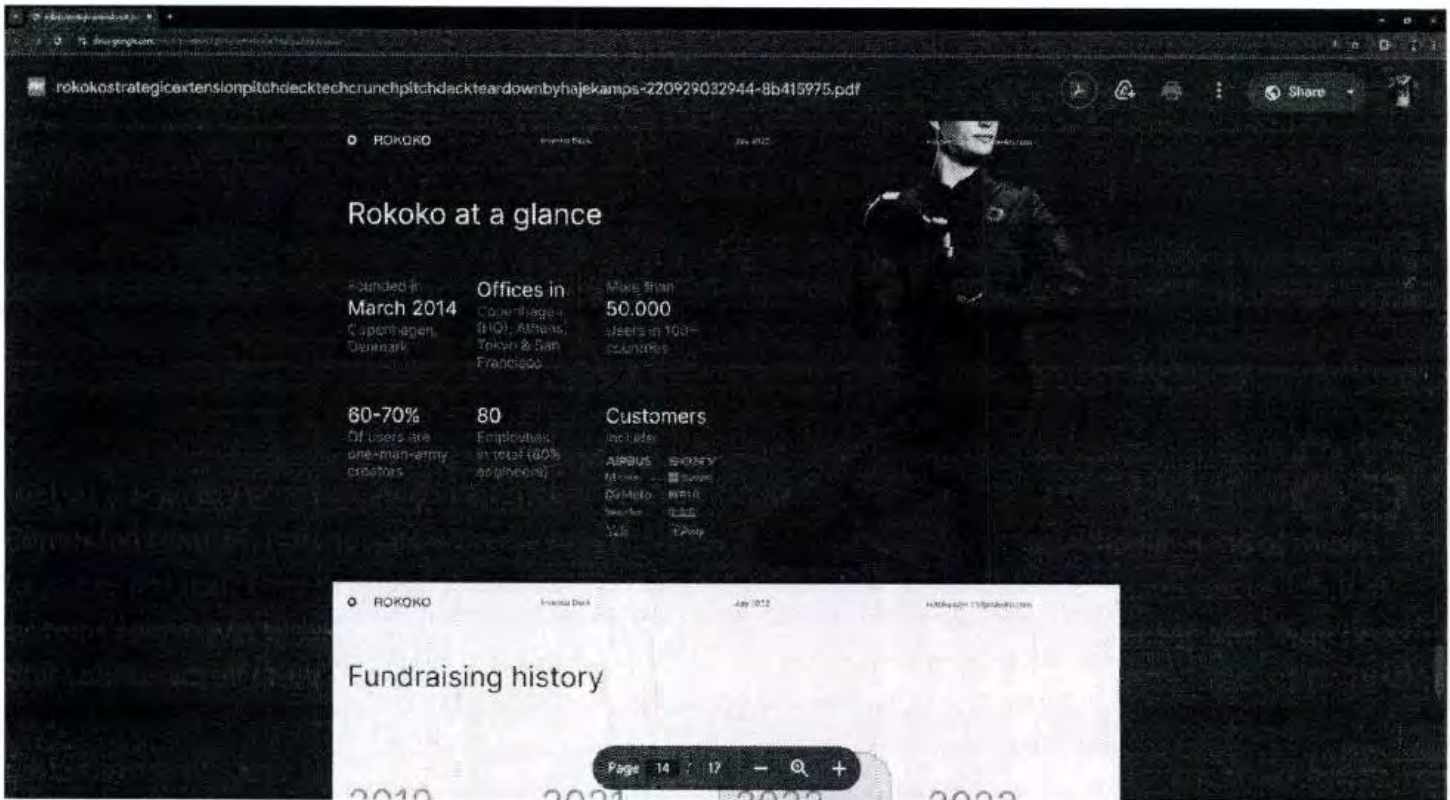


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85

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 84, Defendant claims they have "offices" in multiple major cities, although none of those locations are real. They state they have 50,000 users in 100+ countries, yet Exhibit 81 states about 135,000 systems sold in just three years. Defendant also states 80 employees, 60% of which are engineers. Numbers that counteract all other accounts.

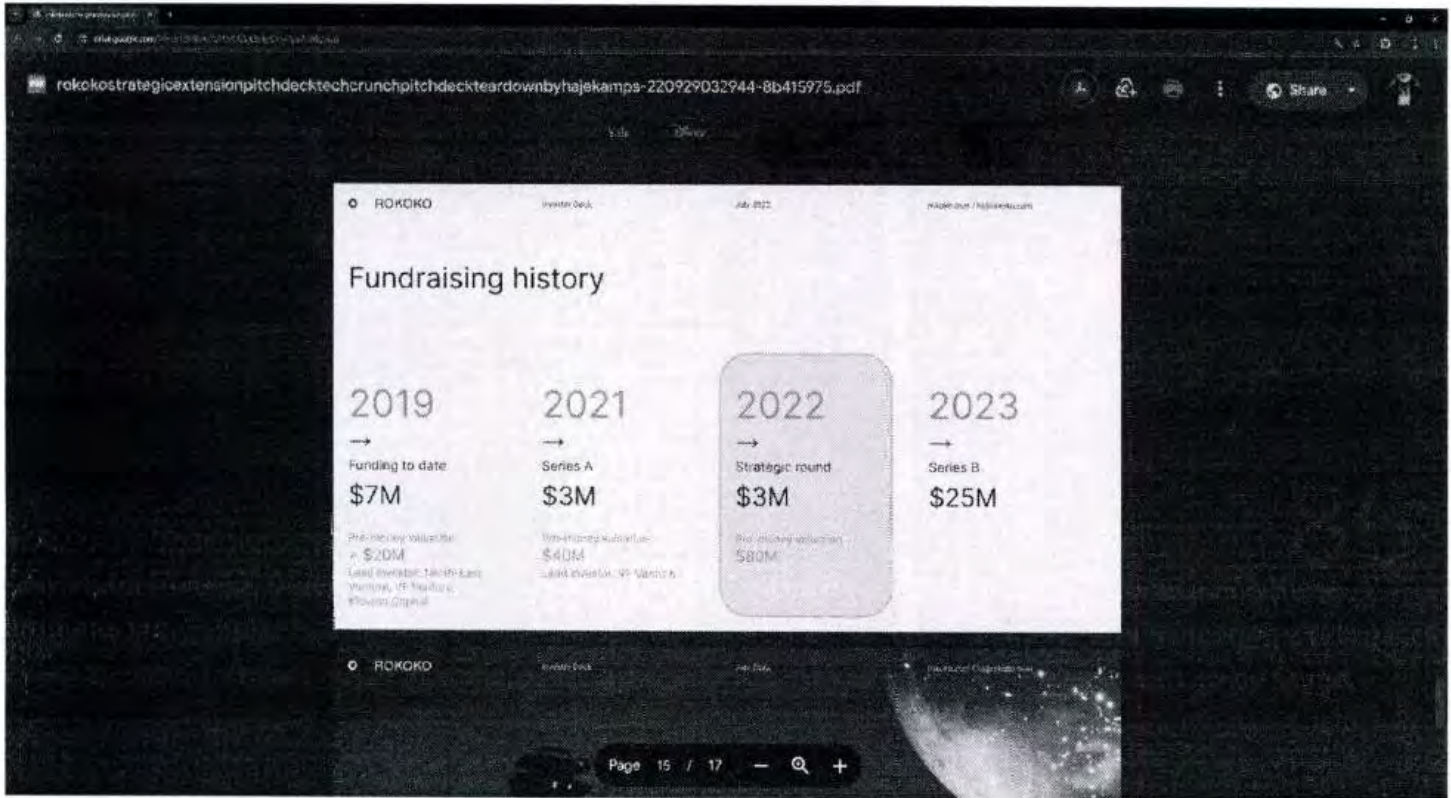


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86

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 85, Defendant admitting they collect VC money nearly every year and how much those amounts are. Despite having no office presences, no visible staff, no manufacturing or engineering workspaces or equipment, software made in Somalia and generally no physical infrastructure anywhere to be found.



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87

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Showing Defendant raised \$3M on this pitch deck in the 2022 round.

Best Pitch Decks

Home

Templates

Blog

@pitchdecks

Templates

Rokoko Pitch Deck

Rokoko was founded by Jakob Bollig, Martin Fendler, and Anders Klok in March 2014 -- the idea first occurred to them when they were at the National Film School of Denmark. Initially, they launched a Kickstarter campaign for the SmartSkin Pro, the motion capture (mocap) company has more than 50,000 users all over the world, ranging from indie creators to some of the biggest names in the industry. Rokoko used this pitch deck to raise a \$3M strategic round which was specifically pulled together to bring the partners of Zepher into Rokoko's cap table. The funding round values Rokoko at over \$80 million, led by Naver Z, joined by two existing lead investors, VF venture and North-East Venture. Along with co-founders Jakob Bollig, Martin Fendler, and Anders Klok, the team includes specialists Thomas Visk (Universal Robots, MIR) and some former members from Sony.

1/12 • Credits

Making motion into magic

About the Rokoko Pitch Deck

Raised: \$3M
Year: 2022
Stage: Series C
Investors: VC — Naver Z, VF Venture, North-East Venture, Thomas Visk (Universal Robots, MIR), Brett Sibov

About Rokoko

Rokoko develops consumer motion capture and animation technology.
Industry: Software
Tags: Motion Capture, VFX, Video, Film, Hardware, Animation, Software, SaaS
Business Model: SaaS
Customer Model: B2B
Website: www.rokoko.com
Legal Name: Rokoko

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Rokoko's rocket-reach profile claims they have 118 employees and claims they have offices across the world.



89

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 87, all of Defendant's employees seem to have top-tier titles, everyone is a "CEO" or "VP" or "Director" or "Chairman" or "Lead" or "Owner" or "Manager"

The screenshot shows a RocketReach search results page for the company 'Rokoko'. The left sidebar contains various filters like 'Company Name or Domain', 'Intent', 'Competitors', 'Employee Count', 'Revenue', 'Headquarters', 'Industry', 'Company Type', 'Contact Method', 'Education', 'Web', 'Contact Info', 'Social Link', 'Other', 'Description', and 'Exclude'. The main content area displays a list of employees with their names, titles, locations, and contact information. Each entry includes a 'Get Contact Info' button and a 'View More' link.

Name	Title	Location	Contact Info
Sam Lazarus	Creative Director	Rokoko San Francisco, CA, US	@rokoko.com @gmail.com 207-648-2000
Jess Tropp	Chairman	Rokoko Copenhagen, DK	@webpageid.dk @gmail.com +45-232-12345
Kendra Bannister	Director of Hardware Product Development	Rokoko Copenhagen, DK	@gmail.com 778-237-xxxx
Anne Alamsag	Owner	rokoko Lai Oueas, NM, US	@anl.com 878-522-xxxx
Jan-Frederik Grave	Business Intelligence Lead	Rokoko Copenhagen, DK	Get contact info to view data
Jacki Ngo	Head of Marketing	Rokoko Copenhagen, DK	@rokoko.com @gmail.com 862-287-xxxx
Asep Sukmanbara	Manager	Rokoko West Java, Indonesia	Get contact info to view data

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

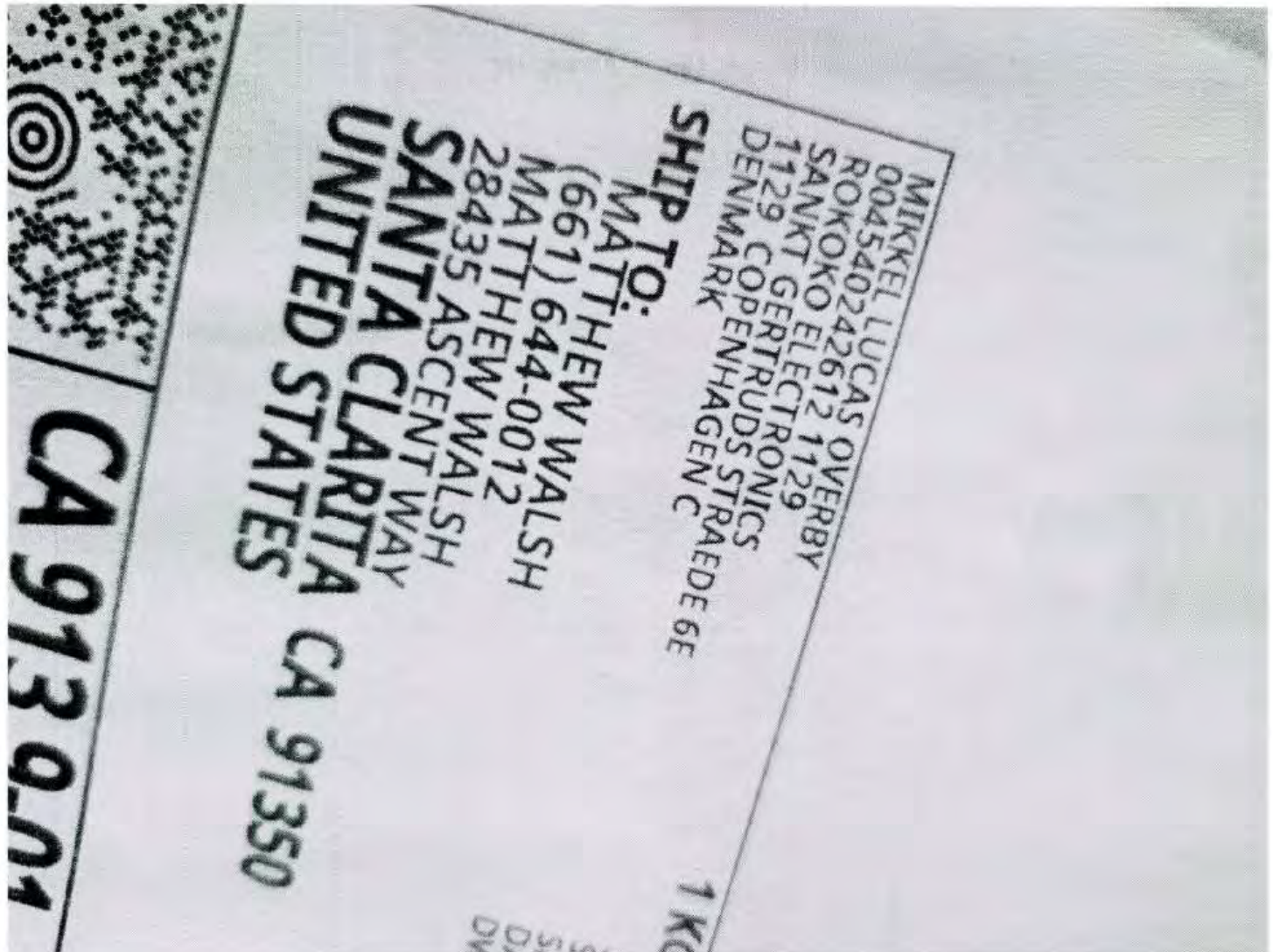
A shipping box from Defendant, sent from Copenhagen, return addressed to the Copenhagen office address with the COO Mikkel Overby's name



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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 90



WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 91

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Continued from 92

Invoice

FROM

Tax ID/VAT No.:
Contact Name: Mikkel Luzzio Overby
Rokoko Electronics
Sanket Gokhale Street, 6E
Copenhagen C-1129
Denmark
Phone: 004540242612 (1129)

SHIP TO

Tax ID/VAT No.:
Contact Name: Matthew Walsh
Matthew Walsh
28435 Ascend Way
SANTA CLARITA, CA 91350
United States
Phone: (861) 644-0012

Waybill Number: 1FA19972V2H
Shipment ID: 1FA19972V2H



Date: 22SEP2020
Invoice No:
PO No:
Terms of Sale (Incoterms):
Reason for Exports Sample

SOLD TO INFORMATION

Tax ID/VAT No.:
Contact Name: Matthew Walsh
Matthew Walsh
28435 Ascend Way
SANTA CLARITA, CA 91350
United States
Phone: (861) 644-0012

Units	U/M	Description of Goods/Part No.	Harmon. Code	C/TX	Unit Value	Total Value
1	PA	Smartsuit Pro Treadle Smartsuit Pro Treadle	92113310	DR	350.00	350.00

5702721150

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Technical logs from 2025 showing sensor failures, ignored by Defendant and instead recommended replacement wires for the second time.

```
usb_hub_2025_05_29_12:43:01.log - Notepad
File Edit Format View Help
WARNING: Redpine API create a timer - timer-id 0 - type 1 - duration 1 [ms]!!
        Try configure unsupported index 6 as output in rsi_hal_config_gpio()
        Try to clear unsupported index 6 in rsi_hal_clear_gpio()
WiFi: device connected!
SBRANCH: Auto_paddr error 1
SBRANCH: Auto_paddr error 2
SBRANCH: Auto_paddr error 3
SBRANCH: Auto_paddr error 4
SBRANCH: Auto_paddr error 5
SBRANCH: Auto_paddr error 6
SBRANCH: Auto_paddr error 1
SBRANCH: Auto_paddr error 2
SBRANCH: Auto_paddr error 3
SBRANCH: Auto_paddr error 4
SBRANCH: Auto_paddr error 5
SBRANCH: Auto_paddr error 6
SBRANCH: Auto_paddr error 1
SBRANCH: Auto_paddr error 2
SBRANCH: Auto_paddr error 3
SBRANCH: Auto_paddr error 4
SBRANCH: Auto_paddr error 5
SBRANCH: Auto_paddr error 6
Sensors and Errors detected:
Branch1 : Sensors detected 0 (errors 6)
Branch3 : Sensors detected 0 (errors 6)
Branch0 : Sensors detected 0 (errors 0)
Branch2 : Sensors detected 0 (errors 0)
Branch4 : Sensors detected 0 (errors 6)
Branch addresses mapping:
Branch 1: tx[0x20414704] rx[0x20413F48]
Branch 3: tx[0x20414704] rx[0x20413F48]
Branch 0: tx[0x20414704] rx[0x20413F48]
Branch 2: tx[0x20414704] rx[0x20413F48]
Branch 4: tx[0x20414704] rx[0x20413F48]
Branch addresses mapping:
Branch 1: tx[0x20415680] rx[0x20414EC4]
Branch 3: tx[0x20415680] rx[0x20414EC4]
Branch 0: tx[0x20415680] rx[0x20414EC4]
Branch 2: tx[0x20415680] rx[0x20414EC4]
Branch 4: tx[0x20415680] rx[0x20414EC4]
Body-model (body) initialized
Main module initialised
USB-interface: object created!!
USB-CDC-interface (cdc) initialized
USB-interface: Started!
USB-interface: Device started!
WARNING: Redpine API create a timer - timer-id 0 - type 1 - duration 1 [ms]!!
        Try configure unsupported index 6 as output in rsi_hal_config_gpio()
        Try to clear unsupported index 6 in rsi_hal_clear_gpio()
WiFi : Redpine successfully re-initialised
WARNING: Redpine API create a timer - timer-id 0 - type 1 - duration 1 [ms]!!
        Try configure unsupported index 6 as output in rsi_hal_config_gpio()
        Try to clear unsupported index 6 in rsi_hal_clear_gpio()
WiFi : Connection in progress!!
Using stored settings!!
Wifi Settings:
        Connected to SSID - Untrusted Network

Ln 117, Col 43      100% Windows (CRLF) UTF-8
```

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's Parallel Company registered to the same HQ address as Defendant's primary business, lists 6 employees, and 2 VC financing rounds since 2024

The screenshot displays the PitchBook profile for Rokoko Care. The header includes the PitchBook logo and navigation links: Products, Solutions, Data, News & Analysis, About, and Blog. A 'Login' button and a 'Request a free trial' link are also present. The main header for the profile shows 'Rokoko Care' and a search bar for 'Search profile previews'.

Rokoko Care Overview

Update this profile

ROKOKO Care

Year Founded: 2024 | Status: Private | Employees: 6 | Primary Deal Type: Corporate

Financing Rounds: 2

Rokoko Care General Information

Description

Developer of software products intended to serve the healthcare sector. The company's short-term goal setting function, motion capture, session and symptom overview offers physiotherapy software product, thereby helping healthcare professionals with clinical decisions based on training data.

Contact Information

Website
www.rokoko-care.com

Primary Industry
Application Software

Corporate Office
Sankt. Gertruds Straede 10
K.
1129 Copenhagen
Denmark

Ownership Status
Privately Held (Backing)

Financing Status
Corporate Backed (VC Round)

This is a profile preview from the PitchBook Platform.
Request a free trial

Navigation Menu:
Overview
Initiative & Funding
Key People
Company History
Competitors
Market
Financials
Risk & ESG
Legal & Compliance
Social & Environmental
Insider Trading
Related Companies

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's Pitchbook page which shows the same office location as the Parallel Company

PitchBook Products Solutions Data News & Analysis About Blog Log in Request a free trial

Rokoko Overview

2014 **Private** **113**

Later Stage VC **\$3M** **11**

Rokoko General Information

Description

Developer of a motion capture technology designed to give all creative teams access to quick, non-intrusive, and intuitive animation tools. The company's technology uses motion capture sensors and three-dimensional graphics wearable sensors to create live complex scenes with characters, props, and virtual cameras, enabling creators to turn any space into a professional motion capture stage for recording, visualizing, and exporting moments.

Contact Information

- Website**: www.rokoko.com
- Ownership Status**: Privately Held (backing)
- Financing Status**: Venture Capital-Backed
- Primary Industry**: Multimedia and Design So...
- Other Industries**: Other Commercial Products, Other Hardware
- Vertical(s)**: [Sports](#), [Wearables &](#)
- Corporate Office**: Sankt Gertruds Straede 10, 1129 Copenhagen, Denmark, +45 60

Update this profile

This is a profile preview from the PitchBook Platform.

Request a free trial

Overview
 Timeline
 Location & Funding
 Cap Table
 VC Exit Monitor
 Comparisons
 Competitors
 Research & Analysis
 Sentiment
 Partners
 Private Placement
 Capital
 Leadership
 Competitors
 Research & Analysis
 Sentiment

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Defendant is valued at as of 2022

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WALSH v ROKOKO ELECTRONICS - EXHIBITS
Defendants company profile: \$80M valuation

The screenshot displays the Tracxn website interface, specifically the 'Rokoko company profile' page. The page is organized into several sections:

- Header:** Tracxn logo, navigation links (Customers, Offerings, Company, Pricing), and a 'Get Started. It's FREE' button.
- Navigation:** A sidebar on the left lists various categories like 'About the company', 'Funding and Investors', 'Competitors and Alternatives', 'Investments and Acquisitions', 'News', 'FAQ', 'Funding & Investors', 'Founders & Board of Directors', 'Competitors Landscape', 'Comparable', 'Historical Cap Tables', 'Historical Financials', 'Who's likely to invest?', and 'All Related Reports'.
- Main Content Area:**
 - Rokoko company profile:** A header section with a 'Claim Profile' button and a 'Suggest Edit' button.
 - Rokoko - About the company:** A paragraph describing Rokoko as a series A company based in Copenhagen (Denmark), founded in 2014 by Mathias Søndergaard and Jakob Roklum. It mentions the company's focus on 3D motion capture and its valuation of \$80M.
 - Company Details:** A section providing more information about the company's products and services.
 - Key Metrics:** A sidebar on the right containing various metrics:
 - Founded Year:** 2014
 - Location:** Copenhagen, Denmark
 - Stage:** Series A
 - Total Funding:** \$13.7M in 8 rounds
 - Latest Funding Round:** Series A, Sep 05, 2021, \$11.4M
 - Post Money Valuation:** \$80M as on Aug 18, 2021
 - Investors:** 11, 5 investors
 - Runned:** 6th among 50 action companies
 - Employee Count:** 72 as on Dec 31, 2021
 - Similar Companies:** A list of companies similar to Rokoko.

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's financial statements showing false manipulations and exorbitant payments to staff.

ROKOKO ELECTRONICS APS
Annual report 2023
CVR no. 35 68 06 67

Financial statements 1 January – 31 December

Income statement

DKK	Note	2023	2022
Gross profit		20,325,727	32,523,660
Staff costs	2	-28,768,707	-26,005,520
Depreciation of property, plant and equipment and amortisation of intangible assets		-4,399,091	-3,200,676
Profit/loss before financial income and expenses		-12,842,071	3,317,464
Other financial income		99,856	1,832,449
Other financial expenses		-3,064,425	-829,390
Profit/loss before tax		-15,806,640	4,320,523
Tax on profit/loss for the year	3	910,579	116,972
Profit/loss for the year		-14,896,061	4,437,495

Proposed profit appropriation/distribution of loss

Reserve for development costs	6,468,773	10,524,584
Retained earnings	-21,364,834	-6,087,089
	-14,896,061	4,437,495

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's financial statements claiming property, plants and equipment despite no physical locations of any kind, equity investments in other group entities, inventories of \$37m and \$30m respectively despite having no warehouse or inventory of any kind and only \$1.3m banked cash (2023), claiming a total in assets of \$106m

Financial statements 1 January – 31 December**Balance sheet**

DKK	Note	31/12 2023	31/12 2022
ASSETS			
Fixed assets			
Intangible assets	4		
Completed development projects		24,763,723	15,489,929
Acquired intangible assets		1,908	3,340
Development projects in progress		20,954,638	21,935,132
		45,720,269	37,428,401
Property, plant and equipment	5		
Fixtures, fittings, tools and equipment		1,156,924	421,257
Leasehold improvements		29,923	46,156
		1,186,847	467,413
Investments			
Equity investments in group entities		13,558,028	10,058,633
Other receivables		647,978	646,122
		14,206,006	10,704,755
Total fixed assets		61,113,122	48,600,569
Current assets			
Inventories			
Raw materials and consumables		37,945,647	30,289,899
Receivables			
Trade receivables		386,963	30,455
Receivables from group entities		0	2,315,988
Corporation tax		1,474,180	0
Other receivables		1,662,862	209,728
Prepayments		2,219,542	442,180
		5,743,547	2,998,351
Cash at bank and in hand		1,322,671	2,689,936
Total current assets		45,011,865	35,978,186
TOTAL ASSETS		106,124,987	84,578,755

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Notes**1 Accounting policies****Liabilities other than provisions**

Financial liabilities are recognised at the date of borrowing at cost, corresponding to the proceeds received less transaction costs paid. In subsequent periods, the financial liabilities are measured at amortised cost, corresponding to the capitalised value using the effective interest rate. Accordingly, the difference between cost and the nominal value is recognised in the income statement over the term of the loan together with interest expenses.

Other liabilities are measured at amortised cost.

Deferred income

Deferred income comprises payments received regarding income in subsequent years

2 Staff costs

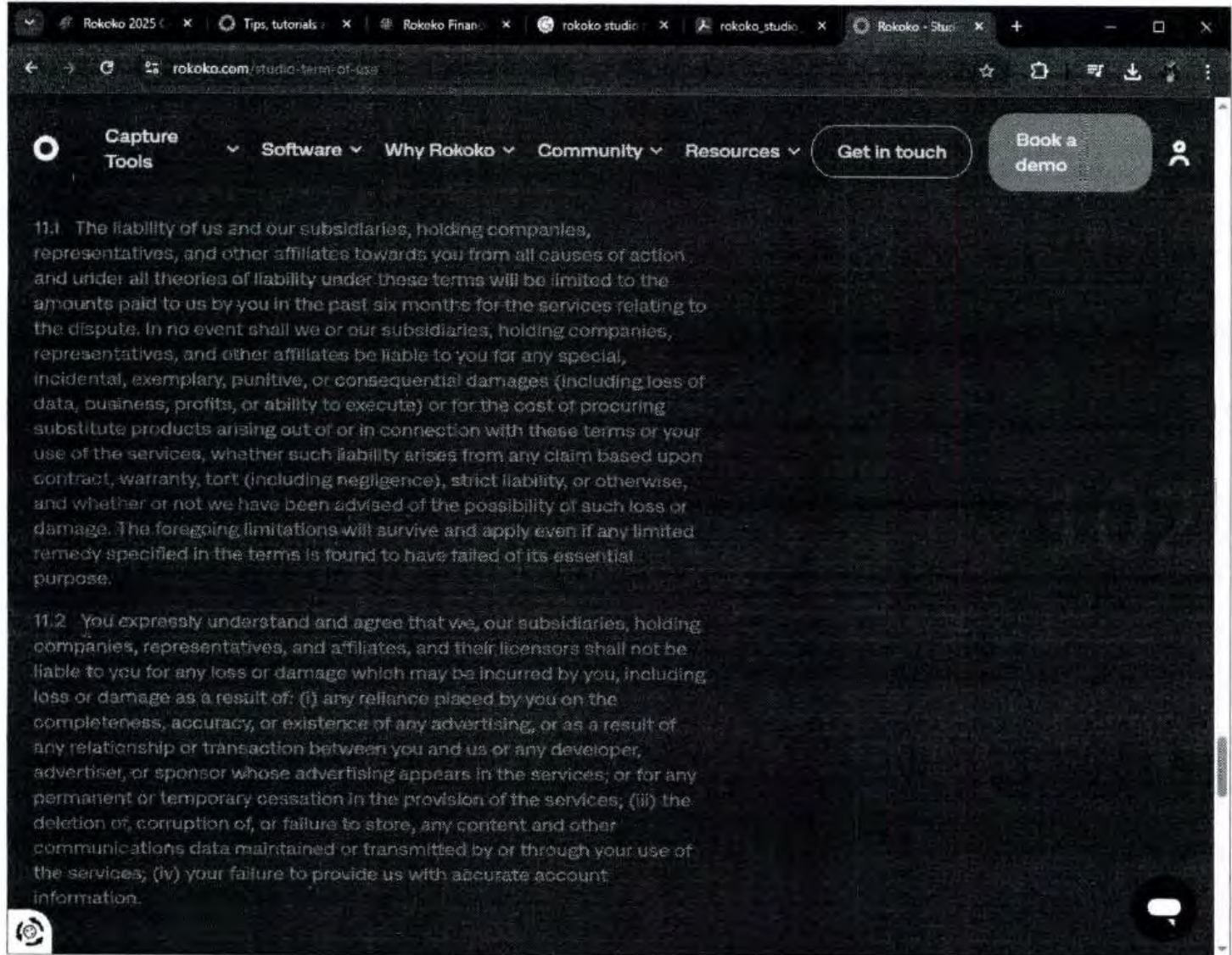
DKK	2023	2022
Wages and salaries	27,662,363	24,393,440
Pensions	695,478	1,202,612
Other social security costs	410,866	409,468
	<u>28,768,707</u>	<u>26,005,520</u>
Average number of full-time employees	<u>45</u>	<u>46</u>

3 Tax on profit/loss for the year

DKK	2023	2022
Current tax for the year	-1,474,180	0
Deferred tax adjustment for the year	741,314	0
Adjustment of tax concerning previous years	<u>-177,713</u>	<u>-116,972</u>
	<u>-910,579</u>	<u>-116,972</u>

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's terms of use that they are not liable for false advertising



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WALSH v ROKOKO ELECTRONICS - EXHIBITS

An email search showing Defendant only issued one single notification of change of terms ever.

Current Folder terms

ive Folder View Help Search

ategorized Sent To Unread

Refine

Flagged Important More

All Current Subfolders All Outlook Items

Scope

Recent Searches Options

Search Tools

Close Search Close

Results

By Date

From Subject Received Size

Older

Rokoko Updates to Our Terms of Use Thu 2/20/2025 7:01... 40 KB

30 days from now, on March 22, 2025, we will make a change in our Terms of Use. The most significant update focuses on the

Rokoko User Pa... You're invited to join the Rokoko User Panel feedback program Wed 1/25/2023 7:0... 45 KB

You're invited to join the Rokoko User Panel You're receiving this email because you signed up for a previous Rokoko beta

Search complete. Showing only local results.

4251

[12]

1

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant's software showing they resell animations for \$3 each



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WALSH v ROKOKO ELECTRONICS - EXHIBITS
Tickets to Plaintiff's live game event



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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Plaintiff's video game trailer up on IGN

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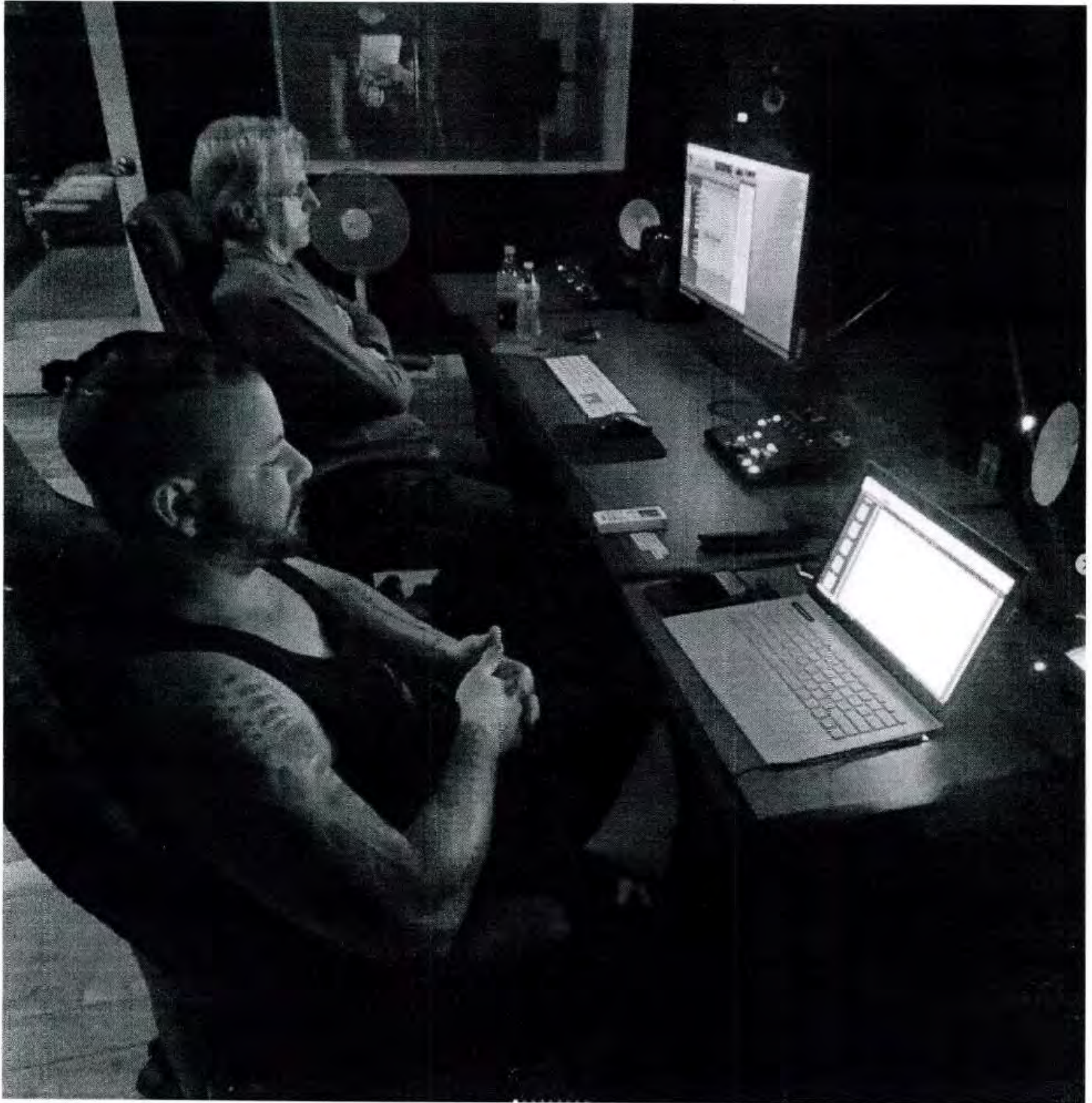
The image shows the IGN YouTube channel page. At the top is the channel banner with the IGN logo. Below it is the channel profile picture and name 'IGN', along with subscriber and video counts. A description states: 'IGN brings you daily videos about the latest gaming and entertainment news and games. ign.com and 5 more links'. A 'Subscribed' button is visible. Below the channel info are navigation tabs: Home, Videos, Shorts, Live, Podcasts, Playlists, Community, and Store. Under the 'Videos' tab, there are three filter buttons: Latest, Popular, and Oldest. The main content area displays a grid of 12 video thumbnails, each with a title, description, view count, and upload time. The videos are: 1. 'The Next World - Official Reveal Trailer' (2:46, 5.8K views, 79 minutes ago). 2. 'Black Myth: Wukong - How to Complete the Fox Sidequest in Chapter 3' (5:39, 23K views, 19 hours ago). 3. 'Winter Burrow - 20 Minutes of Gameplay | gamescom 2024' (20:11, 1.6K views, 20 hours ago). 4. 'Ara: History Untold - 53 Minutes of Gameplay | gamescom 2024' (53:09, 82K views, 24 hours ago). 5. 'Atomfall - 14 Minutes of PC Gameplay | gamescom 2024' (14:51, 46K views, 21 hours ago). 6. 'Metaphor: Refantazio - 16 Minutes of Gameplay | gamescom 2024' (16:05, 53K views, 22 hours ago). 7. 'Towerborne - 7 Minutes of Gameplay | gamescom 2024' (7:03, 21K views, 23 hours ago). 8. 'Concord - 11 Minutes of PC Gameplay (4K 60FPS)' (11:47, 42K views, 1 day ago). 9. 'THE SECRET HISTORY OF SECRET LEVEL' (7:44). 10. 'SEPTEMBER 2024 BIGGEST GAME RELEASES' (25:53). 11. 'THE FIRST 21 MINUTES OF WORLD OF WARCRAFT: THE WAR WITHIN' (21:00). 12. 'ROGUE WARRIORS OFFICIAL TRAILER' (3:04).

Video Title	Duration	Views	Time Ago
The Next World - Official Reveal Trailer	2:46	5.8K	79 minutes ago
Black Myth: Wukong - How to Complete the Fox Sidequest in Chapter 3	5:39	23K	19 hours ago
Winter Burrow - 20 Minutes of Gameplay gamescom 2024	20:11	1.6K	20 hours ago
Ara: History Untold - 53 Minutes of Gameplay gamescom 2024	53:09	82K	24 hours ago
Atomfall - 14 Minutes of PC Gameplay gamescom 2024	14:51	46K	21 hours ago
Metaphor: Refantazio - 16 Minutes of Gameplay gamescom 2024	16:05	53K	22 hours ago
Towerborne - 7 Minutes of Gameplay gamescom 2024	7:03	21K	23 hours ago
Concord - 11 Minutes of PC Gameplay (4K 60FPS)	11:47	42K	1 day ago
THE SECRET HISTORY OF SECRET LEVEL	7:44		
SEPTEMBER 2024 BIGGEST GAME RELEASES	25:53		
THE FIRST 21 MINUTES OF WORLD OF WARCRAFT: THE WAR WITHIN	21:00		
ROGUE WARRIORS OFFICIAL TRAILER	3:04		

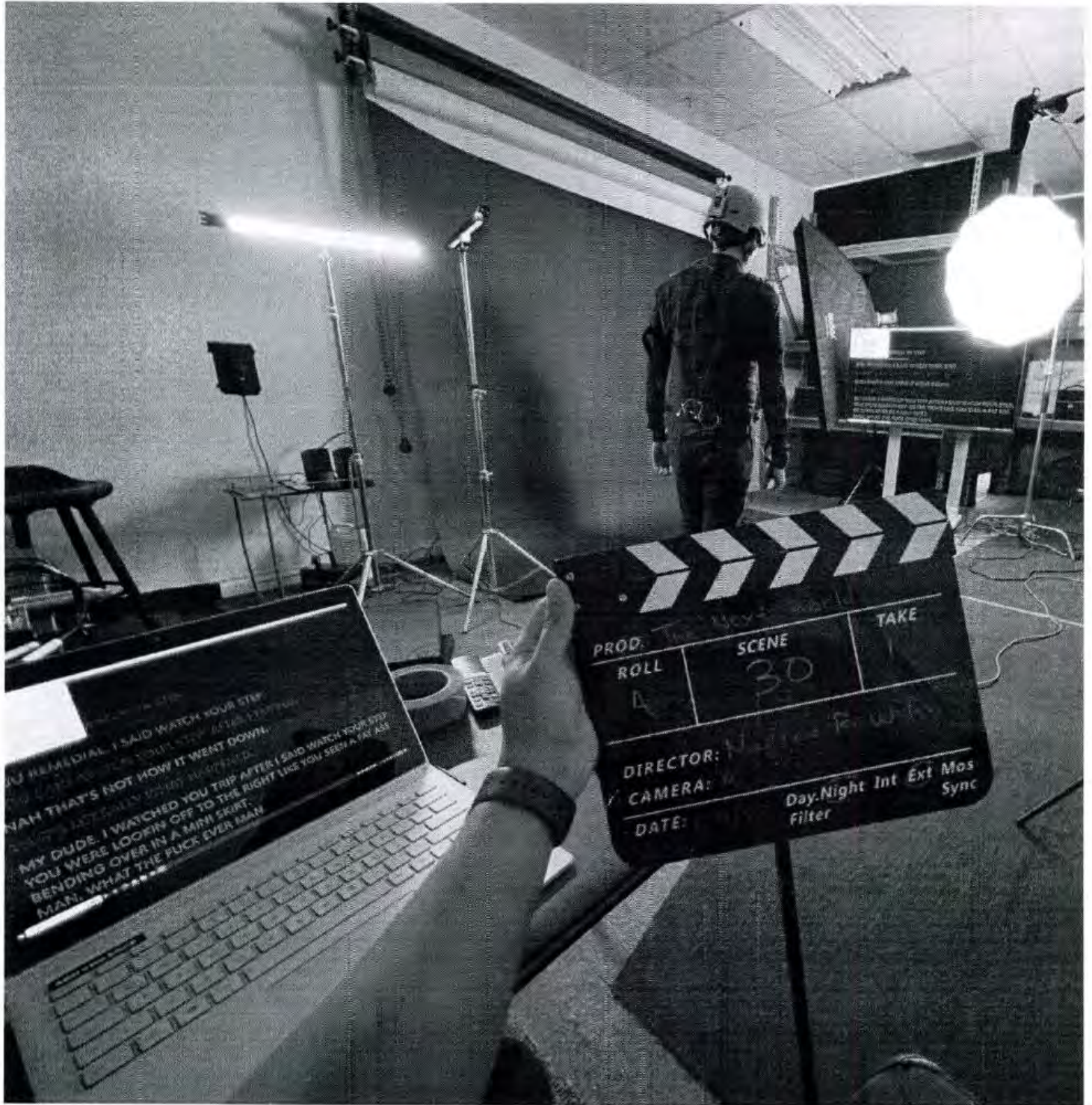
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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Plaintiff along with Ron Wasserman and actors in the sound studio.

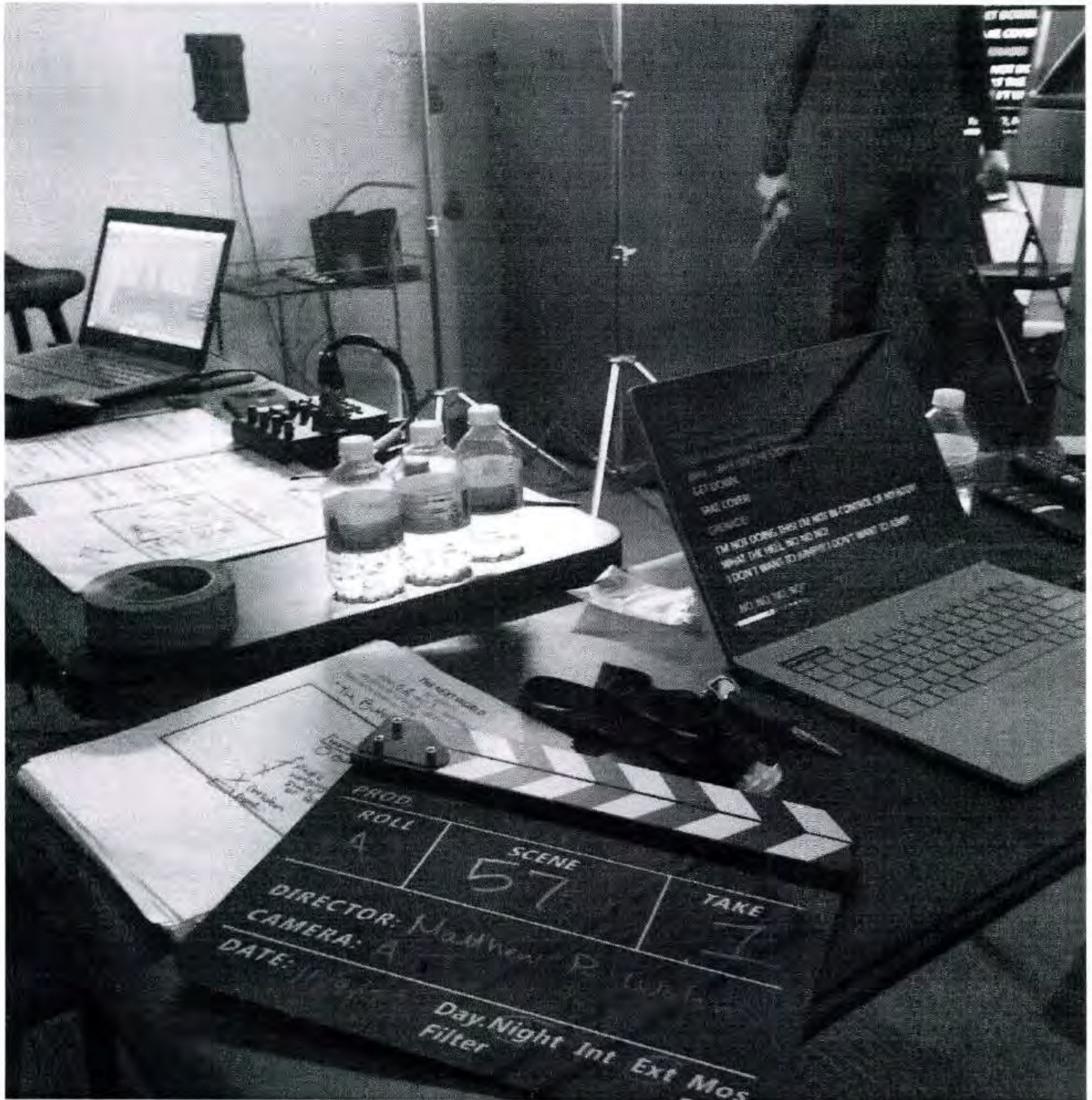


WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff's on-site set production



05/12/2025

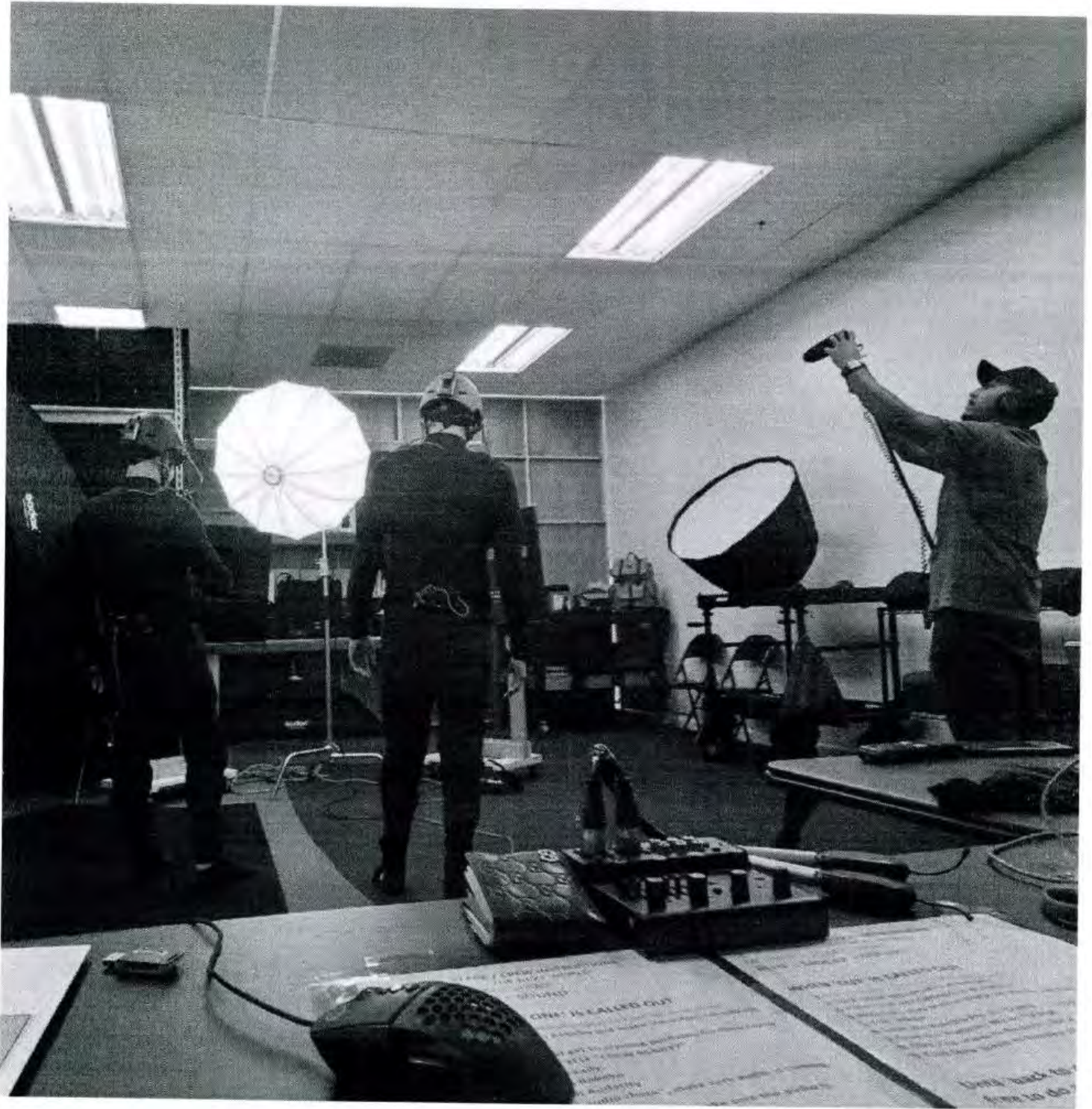
WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff's set production



05/12/2025

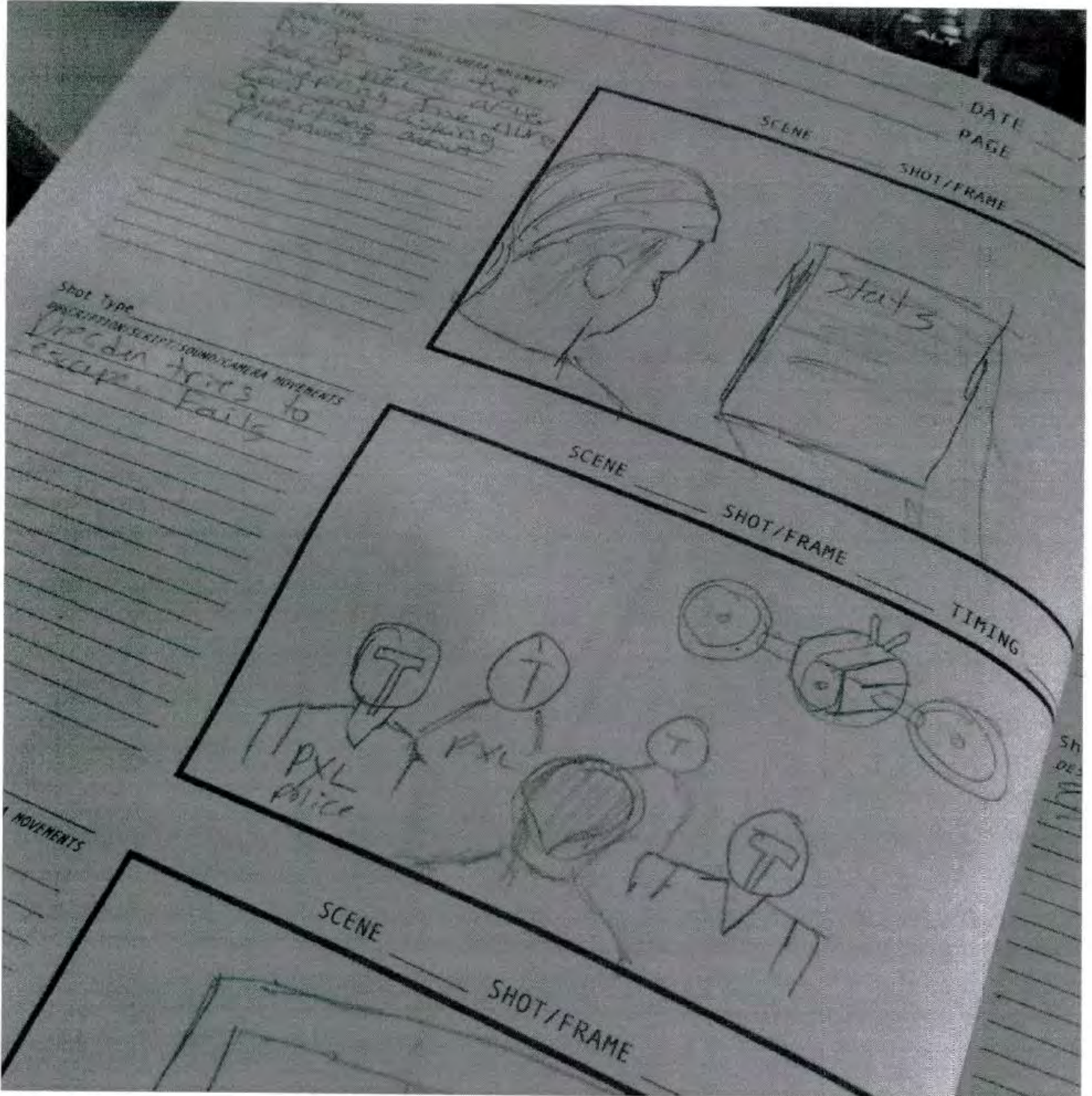
WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff's on-set production with cast and crew

110



05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff's storyboarding



05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff's 370 page script

112



05/12/2025

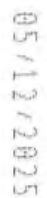
WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff's production set checklists for crew

THE NEXT WORLD
PRODUCTION SET CHECKLIST
ON SET DATE: 11/10/22 - LOCATION: CASTAIC, CA
SETUP: NOON, CREW CALL: 12:30, ROLLING: 1 PM, WRAP: 5 PM

QUANTITY	ITEMS	ROLLING	WRAP
2	Rokoko SmartSuit Pro's		
2	Sets of Rokoko Smartgloves		
2	Facial mocap helmets		
2	Akaso 4K facial capture camera		
2	Battery units for Rokoko Suits		
2	Clothing microphone		
2	Ear microphone		
2	Audio transmitter		
2	Audio receiver		
2	USB Charge cables for audio equipment		
2	Batteries for Akaso facial cameras		
2	Chargers for Akaso facial cameras		
4	Wifi Router		
2	100ft CAT6 ethernet cord		
1	Roll of floor tape		
1	Folding tables		
1	Folding set chairs		
2	Wax marker for facial dots		
6	Facial dot chart		
1	Case of prop guns and weapons		
1	Impact mats		
1	Audio Y splitter		
1	Extra CAT6 cables		
2	Power strip		
1	Tripod		
4	Canon DSLR Camera		
1	GoPro Hero 10		
1	Class 10 microsd cards		
1	55" teleprompters		
1	Teleprompter ready color-coded script		
4	Laptops		
2	USB Audio Input Device		
1	Audio mixer		
2	Cell phone chargers		
1	Case of water / refreshments		
1	Lots of sleep and good attitudes		
2	Printed scripts		
1	Blue ink pens		
2	Trash bags		

05/12/2025

Plaintiff's on-set actor position and movement diagrams



115

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Plaintiff along with Alexis Mincolla (3teeth) along with Ron Wasserman in the studio doing table reads prior to recording

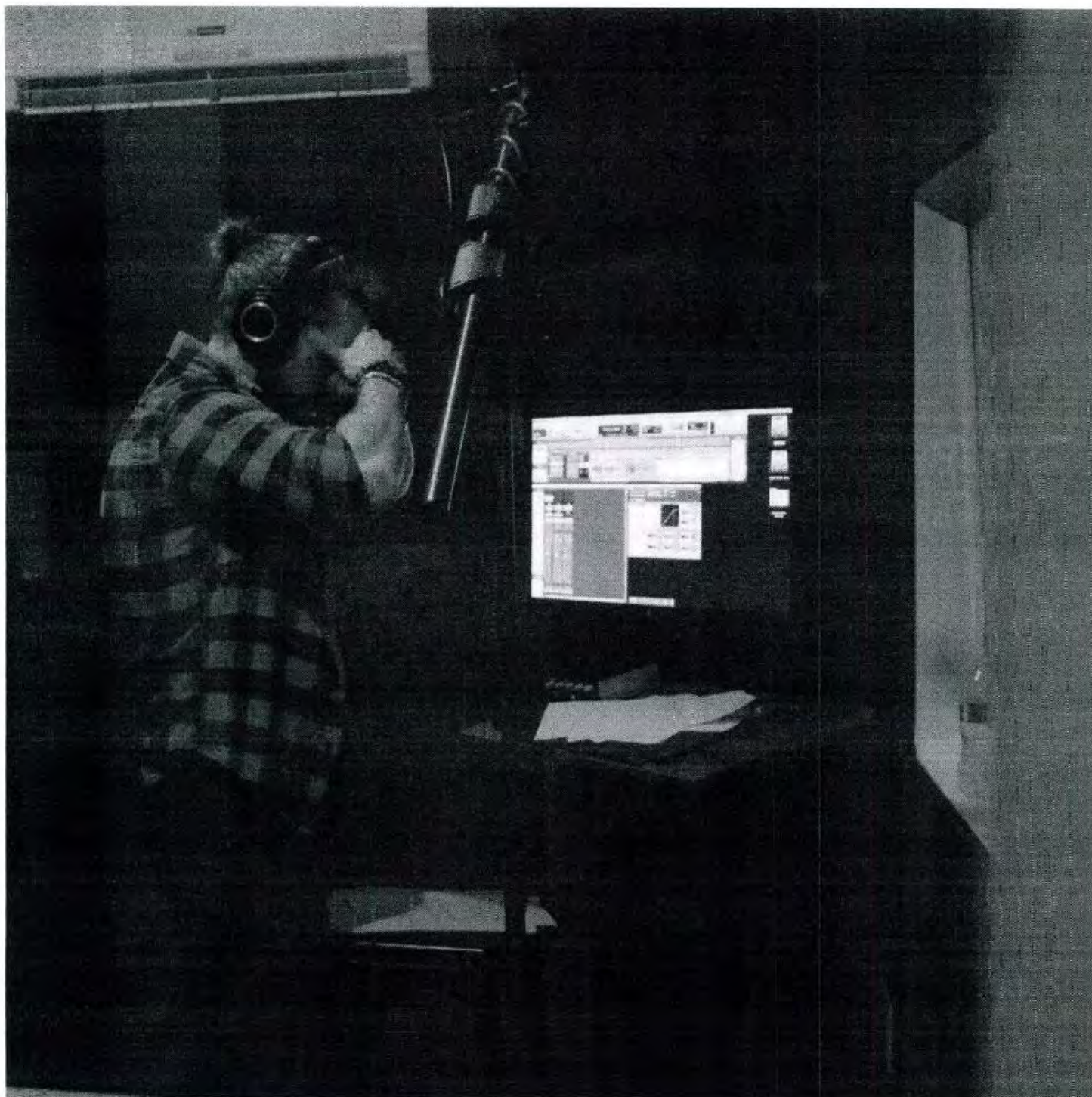


05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Plaintiff in the studio with the lead actor in the video game, Cody Derr during emotionally charged lines

116



05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

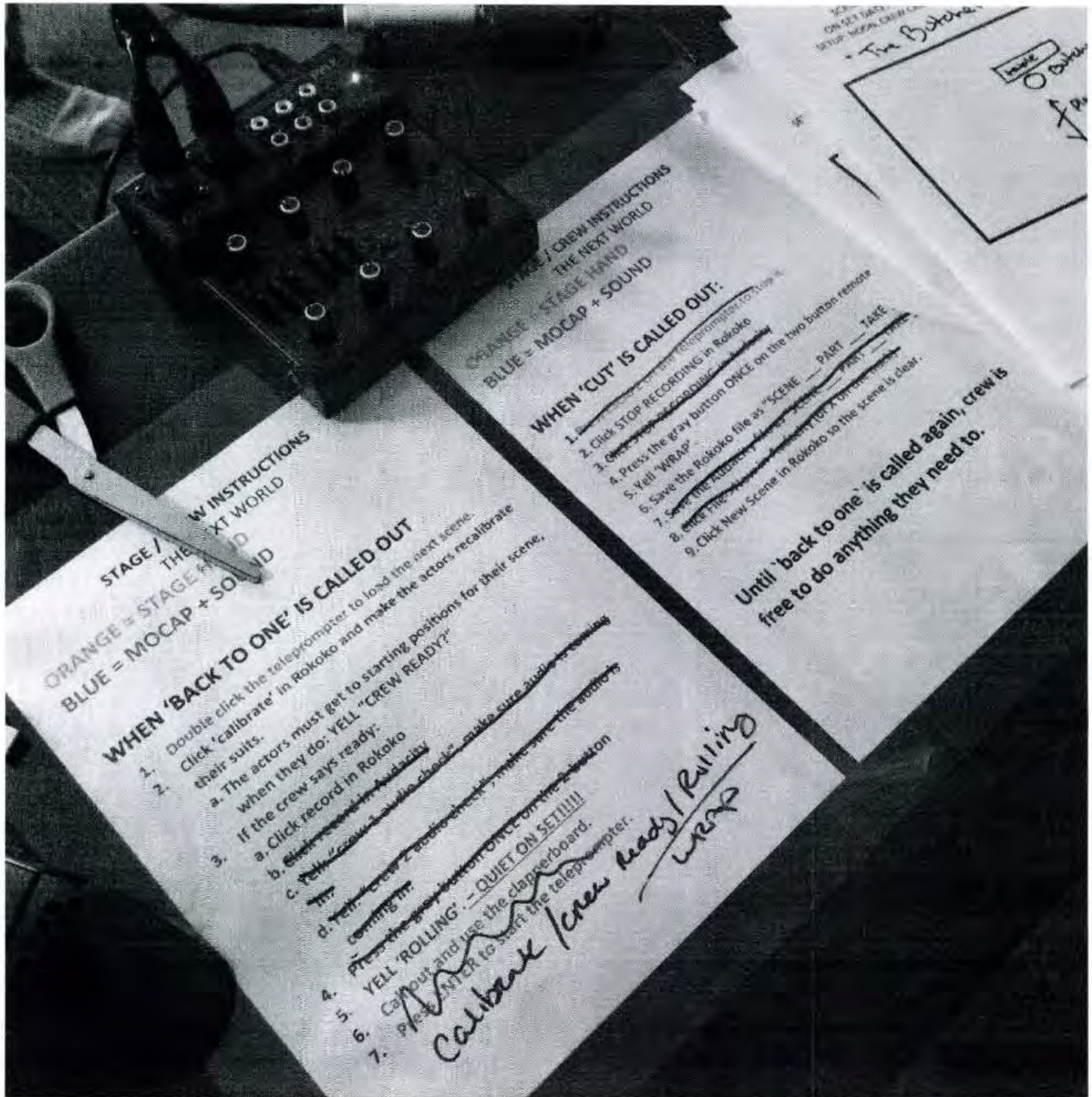
Plaintiff along with Ron Wasserman in the studio for vocals



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WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff's set production and crew instructions

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WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff's video game visual examples

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

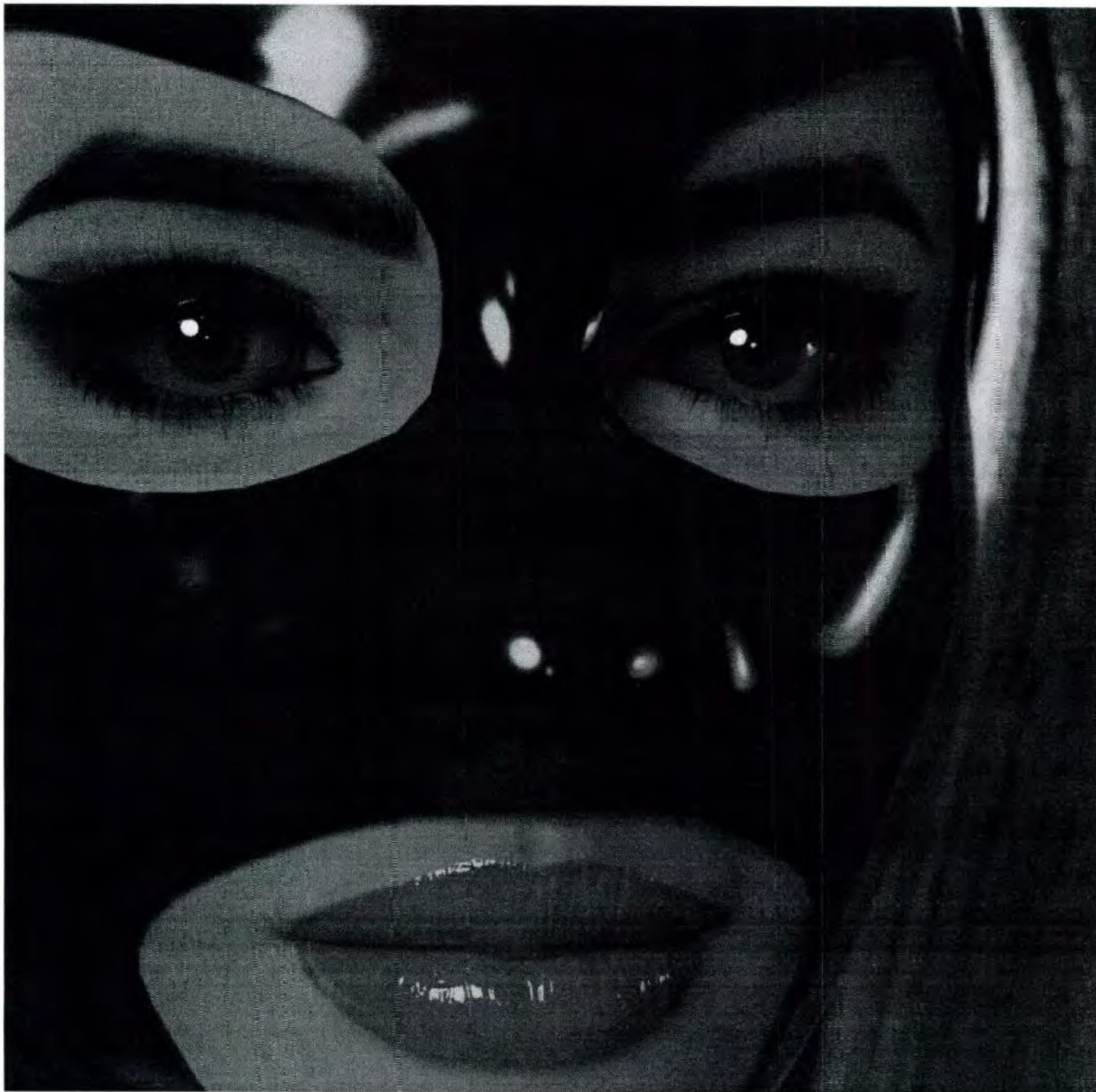
Plaintiff's video game visual examples



05/12/2025

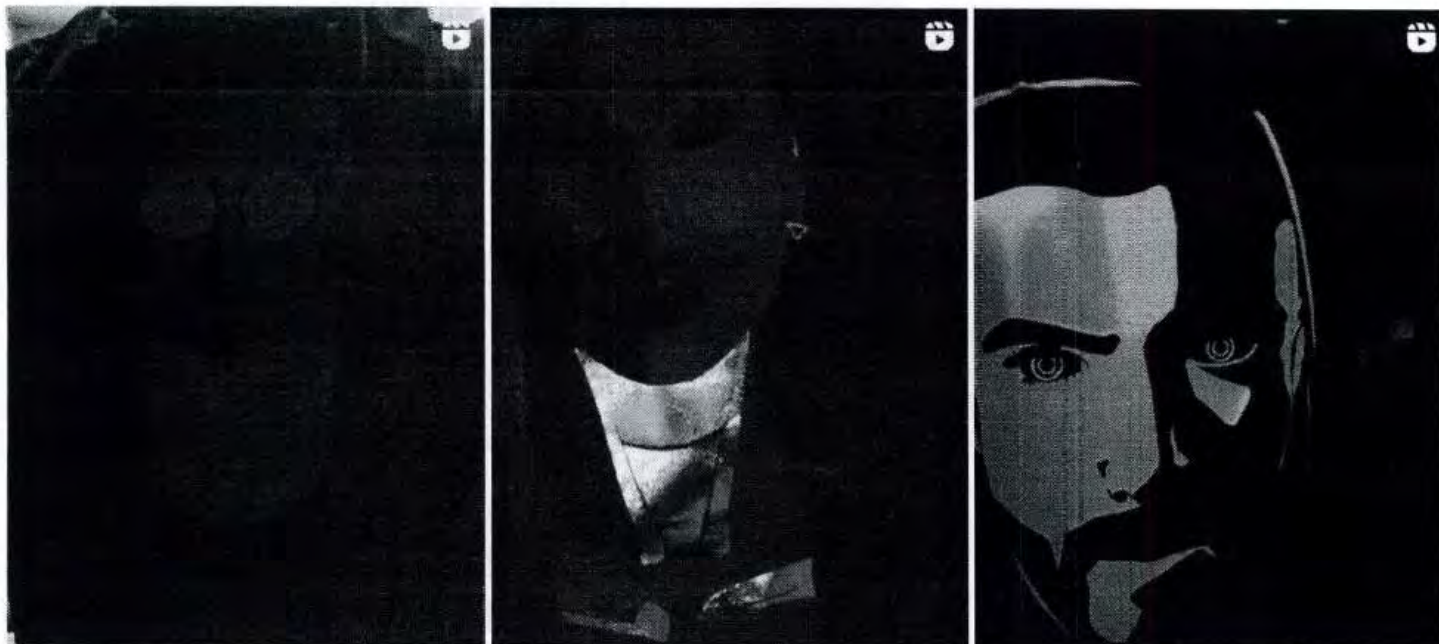
WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff's video game visual quality examples

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WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff's merchandising: character t-shirts



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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Plaintiff directing solo-sessions in the sound studio

123



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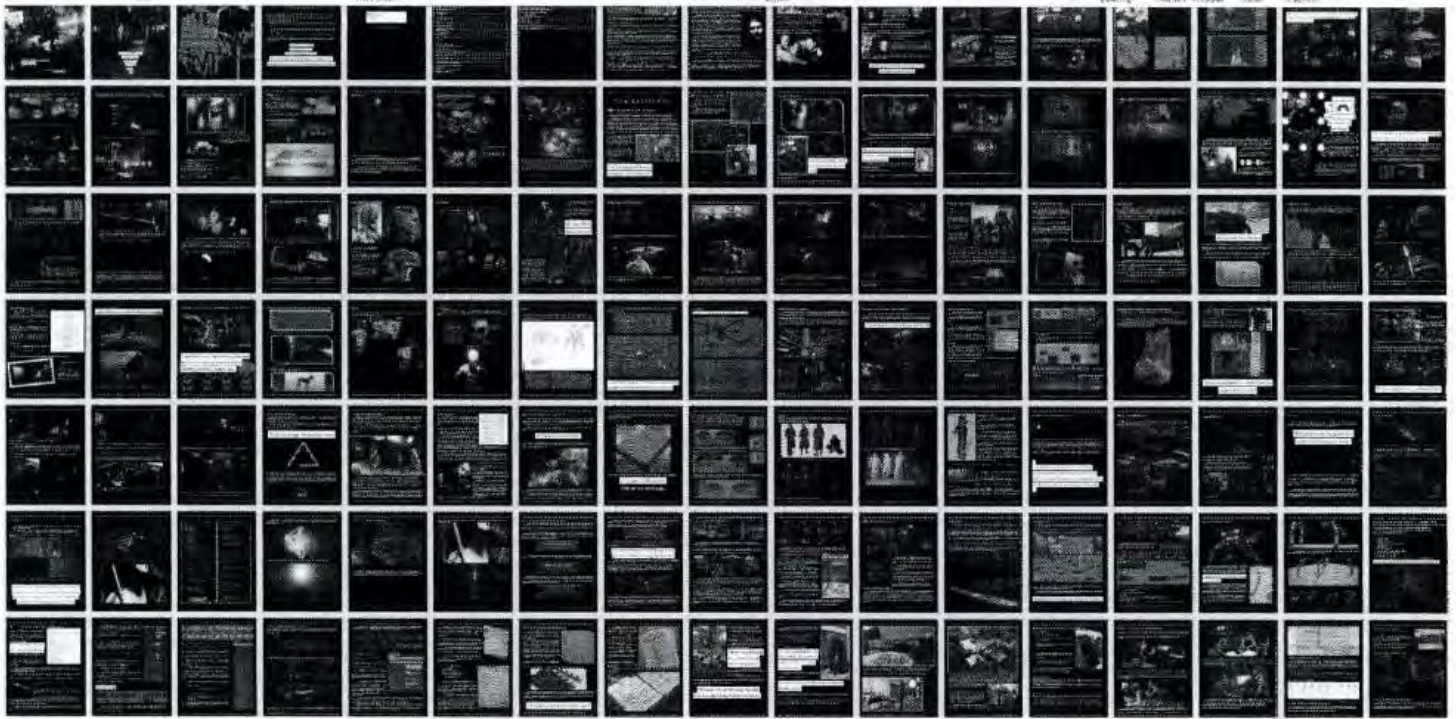
WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff's TV / streaming series pitch deck



05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

A portion of the pages from Plaintiff's book.



WALSH v ROKOKO ELECTRONICS - EXHIBITS
Intentionally left blank

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant states they do not produce or stock parts and they cannot be purchased.

Re: [Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: 1. ...



Matthew R. Walsh <matthew@winteryear.com>
To: Rokoko

Reply

Reply All

Forward

...

Mon 11/25/2024 12:55 AM

If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



Dan Nikolaison (Rokoko)

Hi Matthew,

I'm afraid we no longer produce or stock the sensors or hub for the Smartsuit Pro I.

Best regards,

Dan Nikolaison
Customer Success Manager

[rokoko.com](https://www.rokoko.com)

Follow us on:

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[Twitter](#),

[LinkedIn](#),

[Facebook](#), and

[TikTok](#).

Join our community of 3D artists, VFX experts, and game devs on [Discord](#).



Matthew R Walsh

I cannot buy parts either?

05/12/2025

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant stating 10/1 the equipment would be EOL'ed

Your Smartsuit Pro I



Dan Nikolaison <daniel.nikolaison@rokoko.com>
To: matthew@winteryear.com

Reply Reply All Forward

Fri 9/27/2024 10:58 AM

You replied to this message on 9/27/2024 11:54 AM.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hi Matthew,

I just wanted to give you one more heads up about the Smartsuit Pro I coming to the end of its product life cycle. From the 1st of October, your Smartsuit will no longer be supported by Rokoko Studio.

This doesn't necessarily mean that your suit will stop working. But it does mean that future updates for Rokoko Studio will not be tested for compatibility with the Smartsuit Pro I.

The Smartsuit Pro I will continue to work in Studio Legacy.

Please also note that were you to opt for an upgrade to a Smartsuit Pro II, as an original suit owner, you would be able to claim a \$500 discount.

If you have any questions about this change, or would like to know more about the upgrade, please don't hesitate to let me know.

Best regards,



Dan Nikolaison
Customer Success Manager

05/12/2025

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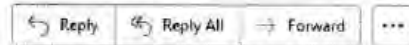
WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant stating on 9/30 "officially speaking, the suit is no longer supported", days before the support deadline expired.


Re: Your Smartsuit Pro I



Dan Nikolaison <daniel.nikolaison@rokoko.com>
To: matthew@winteryear.com



Mon 9/30/2024 2:16 AM

 Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hi Matthew,

It will depend on what is wrong with the suit. If it's something we can easily fix, we will of course offer that service. But officially speaking, the suit is no longer supported.

If you have any other questions at all, just let us know.

Best regards,

 Right-click
or tap and
hold here to
download
pictures. To
help protect
your privacy

Dan Nikolaison
Customer Success Manager

[rokoko.com](https://www.rokoko.com)

Follow us on [Instagram](#), [Twitter](#), [LinkedIn](#), [Facebook](#), [TikTok](#) and [Discord](#).

On Fri, Sep 27, 2024 at 8:54 PM <matthew@winteryear.com> wrote:

I was sending my suit in for repair, does that mean after October you wont fix them anymore?

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Intentionally left blank

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05/12/2025

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

One of the many social media promotions/tagging that Plaintiff performed to benefit Defendant



winteryeargames

winteryeargames @hellorokoko
120w Reply

View insights

Boost post

Liked by 4ronwasserman and 10 others
November 10, 2022

Add a comment...



winteryeargames

winteryeargames @hellorokoko
120w Reply



winteryeargames

winteryeargames Late start but trucking along!
123w

winteryeargames @hellorokoko
123w Reply



winteryeargames

winteryeargames BTS motion capture on set 12/15/2022
#is #actor #acting #hollywood #studio #videogame #upcoming #gameidv
Edmed 124w

winteryeargames @hellorokoko
124w Reply

12025

WALSH v ROKOKO ELECTRONICS - EXHIBITS
Intentionally left blank

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05/12/2025

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Re: Smart glove defect



Rokoko Customer Success <customersuccess@rokoko.com>
To: matthew@winteryear.com

Reply Reply All Forward

Wed 9/22/2021 11:16 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hi Matthew,

I'm sorry to hear about your situation!

Please share with me a picture of the faulty Smartglove, and your order number, and I will make sure your case is being looked into!

Kind regards,



Madalina Constantinescu
Customer Success Specialist
[Rokoko.com](https://www.rokoko.com)

Check us out on [Facebook](#), [Instagram](#) and [Twitter](#)

On Wed, 22 Sept 2021 at 13:12, Rokoko <hi@rokoko.com> wrote:

----- Forwarded message -----

From: WINTERYEAR Studios | Los Angeles <matthew@winteryear.com>
Date: Sunday, 19 September 2021, 23:48:59 +0200
Subject: Smart glove defect
To: hi@rokoko.com

I went to put my smartglove on today and the material has pulled out from around the sensor. It's only the second time i've worn them.

What can I do?

Thanks,
Matthew R. Walsh


05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Showing literal link between Rokoko Care and Coco



Review the HTTP Headers from a web server with this quick check. Valid Input

☐ I'm not a robot  reCAPTCHA
[Privacy](#) - [Terms](#)

Remove limits & captcha with membership

[Get HTTP Headers ▶](#)

```
HTTP/1.1 301 Moved Permanently
Server: nginx/1.18.0 (Ubuntu)
Date: Mon, 05 May 2025 17:46:41 GMT
Content-Type: text/html
Content-Length: 178
Connection: keep-alive
Location: https://www.rokokocare.com/

HTTP/1.1 301 Moved Permanently
Server: nginx/1.18.0 (Ubuntu)
Date: Mon, 05 May 2025 17:46:41 GMT
Content-Type: text/html
Content-Length: 178
Connection: keep-alive
Location: https://cococare.io/

HTTP/1.1 308 Permanent Redirect
Alt-Svc: h3=":443"; ma=2592000
Cache-Control: public, max-age=0, must-revalidate
```

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff asserting SONG-BEVERLY

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RE: [Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: 1. ...



matthew@winteryear.com
To: 'Rokoko'

Reply Reply All Forward ...

Thu 11/21/2024 11:36 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

I just seen the price on the website, unfortunately that is outside our budget. This second suit has only been used a handful of times so it's very unfortunate it has failed.

Respectfully, in California we have consumer protection laws under the Right to Repair Act which requires manufacturers of electronic products made available in California after July 1, 2021, to provide access to parts, tools, and documentation for repairs for a period of seven years from the last date of manufacture if the product's price exceeds \$100. Based on my understanding, the Smartsuit Pro was manufactured until 2022, making SmartSuit 1 sold in California beyond the effective date of this legislation. We have a government branch that handles enforcement of these laws for our citizens from both domestic and foreign companies, but I would very much prefer, if possible to simply deal with you directly. I invested a lot of money in your products and have been an avid outspoken supporter of your company.

Therefore, I kindly request the necessary repair support to maintain functionality of my suit as required by law. I value Rokoko's innovative contributions and trust that the company will honor its obligations under California regulations.

Please let me know how we can proceed with securing the parts or documentation I need. I am happy to provide further details about my purchase or discuss this matter further if needed.

Thank you for your time and understanding. I look forward to your response.

05/12/2025

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

FW: [Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: 1. ...



matthew@winteryear.com
To: Rokoko

Reply Reply All Forward

Mon 12/23/2024 1:04 PM

I know it's the holidays but I'm still trying to get this resolved.

"This legislation applies to products manufactured and sold in California after July 1, 2021."

Correct. Smartsuit 2 didn't come out until 2022. <https://www.rokoko.com/insights/rokoko-launches-smartsuit-pro-ii-an-even-better-indie-mocap-suit>

During that time, Smartsuit 1 was still sold <https://web.archive.org/web/20210729120730/https://www.rokoko.com/>,
<https://web.archive.org/web/20210811213004/https://www.rokoko.com/>, <https://web.archive.org/web/20210815045048/https://www.rokoko.com/>

This makes that product fully eligible for protections under the right to repair laws. I have to assume someone who bought a Smartsuit 1 in 2021 would not have been turned away in 2022 or 2023 for parts/service just because you guys are selling a newer model. That's where my difficulty lies here. I invested time and money into your products, of which my gloves fell apart almost immediately (the stitching around the modules unraveled but it still worked) and I had consistent suit issues also since day 1, which is all recorded on BTS video. I could always work around the issues, but to get to a point where I find myself not only having gone through a lot of frustration and effort, but then to find out once it stops working my investment of time and money is just null, doesn't feel right, which is why these laws exist.

California Civil Code § 1793.03:

Section (b): "Every manufacturer making an express warranty with respect to an electronic or appliance product described in subdivision (h), (i), (j), or (k) of Section 9801 of the Business and Professions Code, with a wholesale price to the retailer of one hundred dollars (\$100) or more, shall make available to service and repair facilities sufficient service literature and functional parts to effect the repair of a product for at least seven years after the date a product model or type was manufactured, regardless of whether the seven-year period exceeds the warranty period for the product."

CA Civil Code § 1793.2

§ 1793.2(d): If a manufacturer or its representatives cannot repair the product after a reasonable number of attempts, the manufacturer must either

A) Replace the product, or B) Refund the purchase price (minus usage costs).

In the end, all I want is a product that I can rely on and when it breaks the manufacturer doesn't just say "oh well, too bad for you, no repairs ever, throw it in the garbage, it's worm food, we don't care."

To take a step back and work this out, you said you'd work together pricing that would be comparable to a repair. Lets take that conversational avenue and discuss that. My address is still 28435 Ascent Way, Santa Clarita, CA 91350.

Thank you and Merry Christmas.

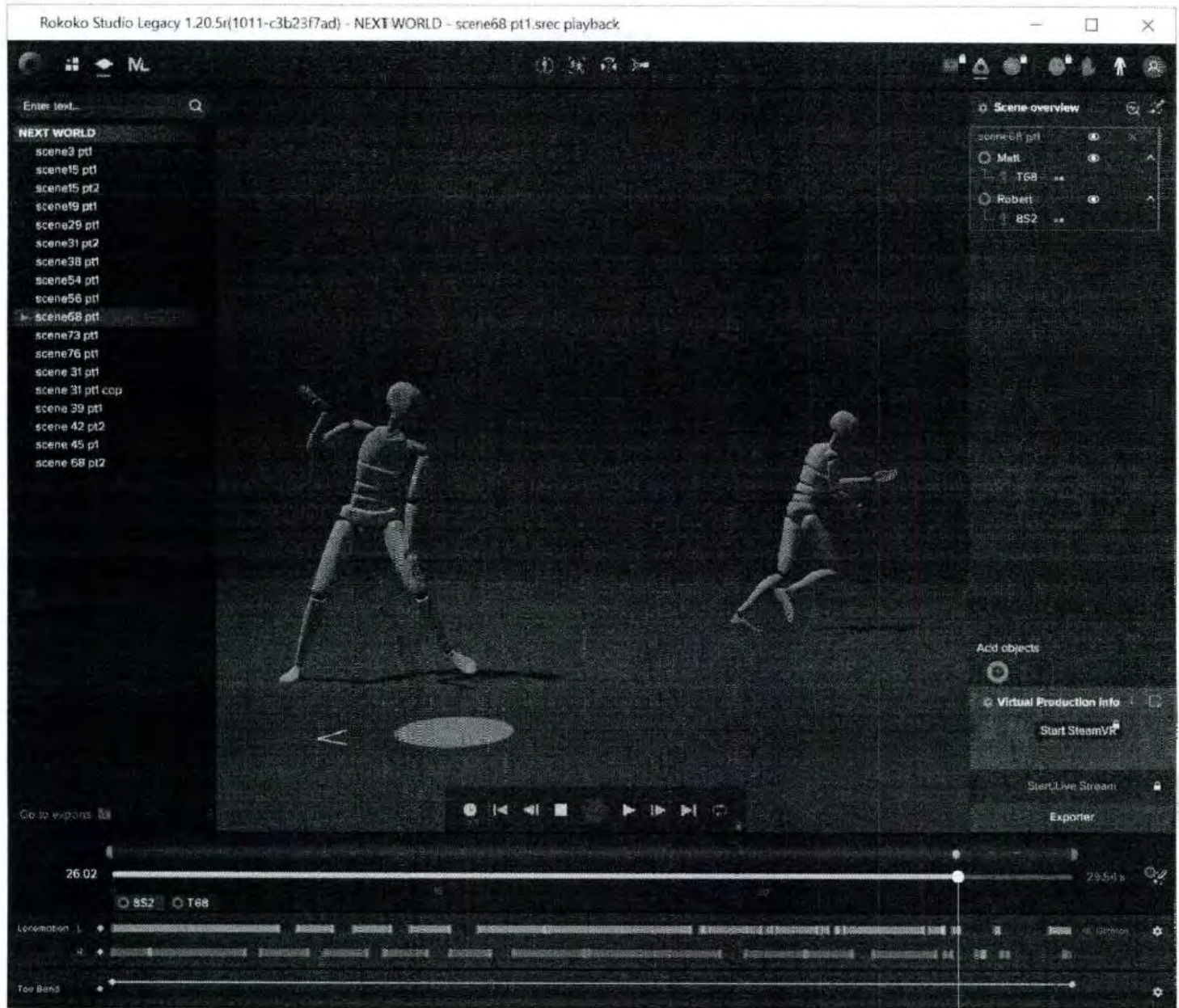
From: Dan Nikolalson (Rokoko) <support@rokoko.com>

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Proof of Defendant using the product(s) to generate intellectual property

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

The screenshot displays the ROKOKO website's pricing page. The navigation bar includes links for Capture Tools, Software, Why ROKOKO, Community, and Resources, along with buttons for 'Get in touch' and 'Book a demo'. The main content area features four pricing tiers:

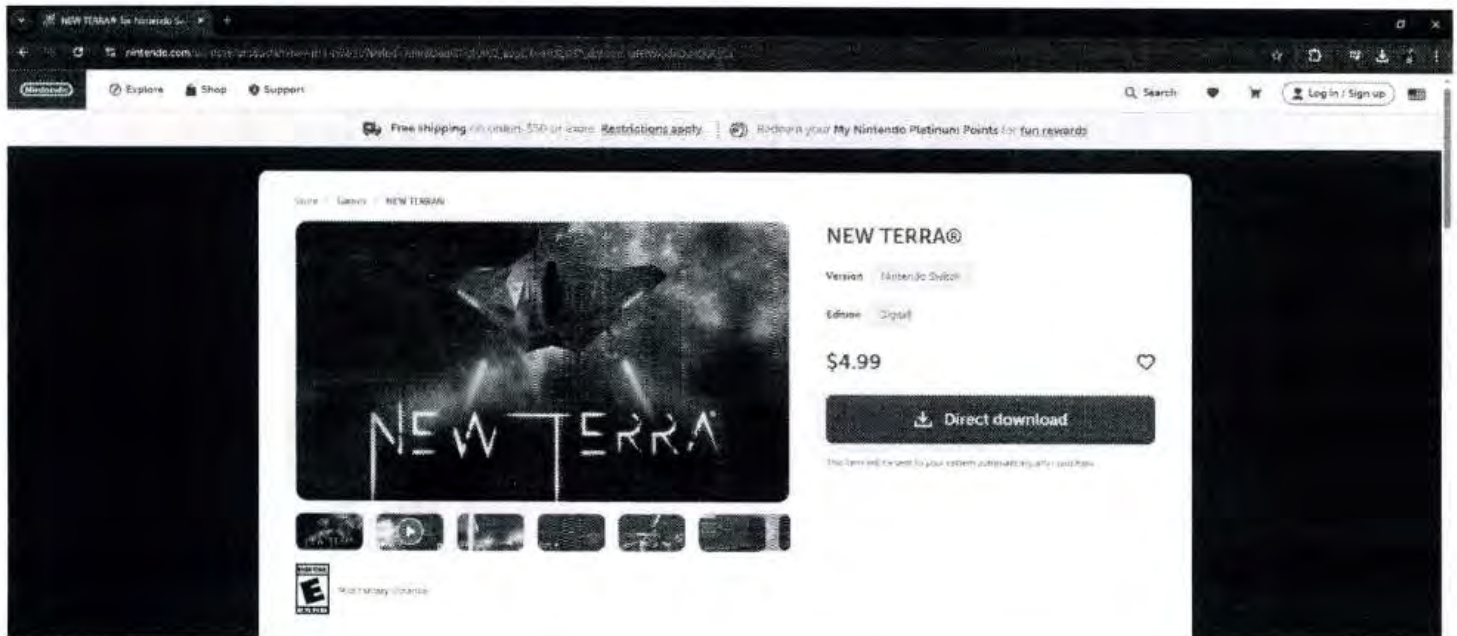
- Starter:** 'Get familiar with ROKOKO', \$0 (Free forever), 'Try it out for free' button. Includes: View & record Shovelbit Pro R&B (straightforward) menus; Record Vision Administrator (viewings, up to 15 cameras); Add new video to office; Export to PDF; Unlimited cloud storage.
- Plus:** 'Access live streaming', \$20/m (annual commitment), 'Buy Plus' button. Includes: Upstream to Shovelbit, Blender, Maya, etc.; Record Vision R&B (straightforward) menus; Import and export cloud storage; Adaptive capture of scenes (4K/8K, real-time FPS/shutter priority); Chat & email support 24/7 (not available from previous plans).
- Pro:** 'Access all features', \$50/m (annual commitment), 'Buy Pro' button. Includes: Face Capture; Adaptive and compressed AR; 24 days of offline use; 4096 Super Resolution; Export to 4K/8K; Unlimited Customer Success Manager.
- Enterprise:** 'Access tailored solutions', custom pricing, 'Contact us' button. Includes: If you have needs that we don't cover in our plans, please email us to discuss.

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Plaintiff shows here, he already has a video game out for sale for multiple and major platforms. Releasing a game someday isn't a dream, it's a pattern of action.



Strategy. Action. Space. NEW TERRA® is the challenge you've been waiting for. Are you ready to be captain?

Handheld Gaming Community offers New Terra \$5.20!



05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS
Plaintiff's video game trademark

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United States of America

United States Patent and Trademark Office

THE NEXT WORLD

Reg. No. 6,352,842

Registered May 18, 2021

Int. Cl.: 9

Trademark

Principal Register

Walsh, Matthew R. (UNITED STATES INDIVIDUAL)
28435 Ascent Way
19197 Golden Valley Rd #333
Santa Clarita, CALIFORNIA 91387

CLASS 9: Recorded computer game programs; Downloadable computer game programs; Downloadable image files containing artwork, text, audio, video, games and Internet Web links relating to sporting and cultural activities; Headsets for virtual reality games; High performance computer hardware with specialized features for enhanced game playing ability; Music recordings sold as a kit with a mask; Musical recordings; Musical video recordings; Audio and video recordings featuring music and artistic performances; Cinematographic films featuring science fiction, drama, action, cyberpunk; Downloadable films and television programs featuring science fiction, drama, action, cyberpunk provided via a video-on-demand service; Downloadable electronic sheet music; Downloadable ring tones, graphics and music via a global computer network and wireless devices; Motion picture films and films for television featuring children's entertainment. Visual recordings and audiovisual recordings featuring music and animation.

FIRST USE 7-14-2016; IN COMMERCE 7-14-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 90-162,046, FILED 09-06-2020



Diana H. H. H.

Performing the Functions and Duties of the
Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office



05/12/2025

0541272025

Additional metadata at the end of the file

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant admits in writing that the two vehicles are one.



matthew@winteryear.com
To: 'Mikkel Lucas Overby'

Reply Reply All Forward

Mon 5/5/2025 9:28 AM

This message was sent with High Importance.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hi Matthew

Thank you for sharing the complaint. We have read it in full and want to share our initial response - we can come back with more details later. Generally, we see that it relies on a number of misunderstandings and misinterpretations of observations, which we are able to easily clarify and explain. We believe both parties will benefit from us doing this, as it will save us all a lot of time and effort.

A few non-exhaustive, short but important comments:

- **We have never misappropriated yours, of any other users, intellectual property.** We have always been transparent in how we use and treat user motion data through our Terms of Use. We continued this path earlier this year, when we made and communicated an update to these. Still, to date, no commercial licensing of any user motion data has been done. Also, no user data has to date been used for any of our products. This is easily verifiable.
- **Formation of "Coco Care" is not to shield liability in any way.** "Care" evolved as a research project in Rokoko. It was run by a dedicated team and had nothing to do with the motion data generated by the creators using our tools. When the project matured, it was spun off as a separate legal entity along with the tech that the Care team had developed. Today, it has no affiliation with Rokoko and we therefore also required that they changed the company name to avoid confusion. All parties involved from including the team, legal counsel and accountants will confirm this.
- **We do not make fraudulent representations.** We do have inventory with a third party logistics provider (however, we are handling the more complex repair cases from our main office, which is why the repair case shipping refers to this location), we do have offices (and the Copenhagen office is not in a basement, but over the 4 floors in the building behind the basement), we do not have fraudulent financial statements (our reports are audited annually by KPMG, who can support that). What we can admit to, which 95% of early stage tech companies can as well, is to historically have been overly optimistic about our growth projections for the future, which we see that you have also found in an old pitch deck.

Regarding the financial numbers you mention, please also keep in mind that our reporting numbers are in DKK, not in USD. That is a major difference! We are a small company that has been operating with a deficit since we started, while constantly working to convince our investors that it is worth investing in helping and growing the small and medium sized content creators. This, we believe, has been to the benefit of creators that have been able to get affordable motion capture tools, which most have been very satisfied with and a small percentage have returned and received full refunds for. No dividends, bonuses or high salaries have ever been paid out to management or the board. Again, easily verifiable.

Overall, you clearly seem have the wrong picture of who we are and what company we have worked hard to build. We would never engage in those types of behaviours you describe. We do, however, understand your frustration around your repair case, and that our products have not worked as you wanted them to. That we are sorry for and want to resolve as it has always been and remains our focus to help creators realize their projects and visions. We therefore offer you the following:

- A full repair of all your malfunctioning products purchases with us, or
- A full product return and financial refund for all you purchases, or
- A full replacement of all your purchases with newer versions of the products.

Our objective is to resolve this case and let both you and us focus on what we do best: create good content and create good tools for content creation.

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download
pictures. To

05/12/2025

Investigative journalism

WALSH v ROKOKO ELECTRONICS - EXHIBITS

**Rokoko Care**
0 followers

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Rokoko Care kombinerer innovativ digital teknologi, forskning, best practice og mange års erfaringer fra sundhedssektoren i én samlet løsning. Vi vil med afsæt i den nyeste teknologi og forskning på området, skabe en digital platform, der kan være med til at løse nogle af de enorme udfordringer, so... [Read more](#)

Industries

Health Care, Health Data +2

Headquarters

Copenhagen, Denmark

Employees

1-10

Links



This is an unverified company page

Org chart



Teams

This company has no teams yet

Offices



05/12/2025



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Coco Care

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LinkedIn Member

Implementation Consultant at
Coco Care, Msc. Health Science,...



LinkedIn Member

Designer, engineer, co-founder &
CEO at Line Systems



LinkedIn Member

CEO & co-founder at Coco Care



LinkedIn Member

COO & CFO | Entrepreneur |
Investor | PhD



LinkedIn Member

Senior Backend Developer @
Rokoko Care | Azure Developer...



LinkedIn Member

Head Of Product & Co-founder
@ Coco Care | Health tech |...



LinkedIn Member

Projektleiter



LinkedIn Member

CCO & Vice President Digital
Health Trifork



LinkedIn Member

PhD | Principal @ Devoteam |
Digital Health, Strategy, IT and ...

05/12/2025



Mikkel Lucas Overby

COO & CFO | Entrepreneur | Investor | PhD

Copenhagen, Capital Region of Denmark, Denmark · [Contact info](#)

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 Rokoko

 INSEAD

About

I am an entrepreneur and angel investor.

My focus is on strategy, finance and operations in early stage companies. I have co-founded and headed games-, simulations- and robotics companies including Rokoko, Shape Robotics, Sentio Simulations and Serious Games. [see more](#)

Top skills

Start-ups • Strategy • Angel Investing • Managerial Finance • Revenue & Profit Growth

Activity

2,052 followers

[Posts](#)

[Comments](#)

Mikkel Lucas Overby reposted this · 2mo

It's always exciting to see technologies opening up for new ways of learning and I've been really impressed with what a bit of time with Superfluent did to my high-school-French language skills. This is one of the reasons I'm now an [show more](#)



Yet another language learning app?

[superfluent.app](#)

 25

4 comments

Mikkel Lucas Overby reposted this · 6mo




Motion capture for sports - anywhere

 28

2 comments

Mikkel Lucas Overby posted this · 8mo



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Jobs

Messaging 10

Notifications 9

Me




Winteryear Studios...
Santa Clara, California

+ Experience


Learn new skills with Premium
Try Premium for \$0

Connections
Grow your network



Mikkel Lucas Overby • 3rd
COO & CEO | Entrepreneur | Investor | PhD
1yr • Edited •

+ Follow



Coco Care
1,319 followers
1yr • Edited •

+ Follow

Hire

#rokokocare is using "motion capture magic" to address one of the major healthcare challenges we face on a macro level

Danish industry bringer denne artikel, som et godt eksempel på offentligt-privat samarbejde og vores arbejde i og med Hørsholm Kommune. Niklas Grundt Hansen, udviklingsterapeut i Hørsholm kommune deler nogle gode pointer om værdien ved at anvende Coco Care i klinikken.

Hvis du gerne vil høre mere om mulighederne med Coco Care i din kommune, så ræk ud til os her på LinkedIn.

<https://lnkd.in/gNYIFE3f>









#fysioterapi #rokokocare

Show translation

Digital fysioterapeut gør genoptræning i eget hjem nemt for borgerne - DI
danishindustry.dk

40

Reactions






+32

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05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

 **paqle**

Søk i Paqle



BESTIL DEMO



NY ADRESSE
c/o Erhvervsstyrelsen, Dahlerups Pakhus
Langelinie Allé 17
2100 København Ø

13. desember 2023

 **Endring i eierkretsen**
Coco Care ApS

Matias Søndergaard registrert som reell eier av Coco Care ApS.

FRA
—

TIL
69%

7. desember 2023

 **Stiftelse**
Coco Care ApS

Coco Care ApS stiftes i bransjen computerprogrammering.



ADRESSE
Sankt Gertruds Stræde 10
1129 København K

PERSONER
Matias Søndergaard
Direktør, styremedlem
Jakob Baislev
Styremedlem
Mikkel Lucas Overby
Styreleder

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

paqle Søkk i Paqle

MIN SIDE POLITIKK

Mikkel Lucas Overby
LOWCASH VENTURES ApS
3 Roller
FØLG

KORT FORTALT
Mikkel Lucas Overby har vært i direksjonen for LOWCASH VENTURES ApS siden 2011 og er desuden direktør i ROKOKO ELECTRONICS APS.

ARBEIDSERFARING

- 2011-nå · Direktør
LOWCASH VENTURES ApS
- 2023-nå · Direktør
ROKOKO ELECTRONICS APS
- 2016-2017 · Direktør
Inferenca Labs IVS
- 2011-2015 · Direktør
SERIOUS GAMES INTERACTIVE ApS
- 2015-2015 · Adm. direktør
SENTIO Simulations ApS
- 2011-2015 · Direktør
UPSIDEDOWNGAMES ApS

TILLITSVERV

- 2023-nå · Bestyrelsesformand
Coco Care ApS
- 2019-2022 · Bestyrelsesmedlem
ROKOKO ELECTRONICS APS

11. desember 2023
Ny bransje: Virksomhedsrådgivning og andre rådgivningsaktiviteter
LOWCASH VENTURES ApS
Tidligere bransje: Virksomhedsrådgivning og anden rådgivning om driftsledelse.
Mikkel Lucas Overby er medlem af ledelsen.
SE MERE >

11. desember 2023
Underskudd på DKK 115.660
LOWCASH VENTURES ApS
LOWCASH VENTURES ApS offentliggjør regnskap for perioden 1. juli 2023 til 30. juni.
Mikkel Lucas Overby er medlem af ledelsen.
SE MERE >

11. desember 2023
Endring i eierkretsen
SENTIO Simulations ApS
Mikkel Lucas Overby er ikke lenger registrert som reell eier av SENTIO Simulations ApS.
SE MERE >

11. januar 2024
Underskudd på DKK 14 mio.
ROKOKO ELECTRONICS APS

ROLLER
Balance

Virksomhet	Betrag
ROKOKO ELECTRONICS APS	DKK 106 mio
Coco Care ApS	DKK 5,2 mio
LOWCASH VENTURES ApS	DKK 4,1 mio

RELASJONER

SE Simon Egenfeldt-Nielsen
Direktør, SEN INVEST ApS
2008 - 2024

AR Alex Vendelbo Ringgaard
3 felles virksomheter
2008 - 2024

MS Matias Søndergaard
Adm. direktør, M SØNDERGAARD HOLDING ApS
2019 - nå

JB Jakob Balslev
J BALSLEV HOLDING ApS
2019 - nå

Paqle data

05/12/2025

151

WALSH v ROKOKO ELECTRONICS - EXHIBITS

paqle

Side 1 Page 1

Om bruker | Logg inn

- 2016-2017 • Direktør
Inference Labs IVS
- 2011-2015 • Direktør
SERIOUS GAMES INTERACTIVE ApS
- 2015-2015 • Adm. direktør
SENTIO Simulations ApS
- 2011-2015 • Direktør
UPSIDEOWNINGAMES ApS

TILLITSVERV

- 2023-nå • Bestyrelsesformand
Coco Care ApS
- 2019-2022 • Bestyrelsesmedlem
ROKOKO ELECTRONICS APS

Paqle data

Paqle kan vise nyheter om personer og virksomheter direkte i ditt CRM-system.

BESTIL DEMO

Mikkel Lucas Overby er medlem af ledelsen.

SE MER

3. november 2024

Endring i eierkretsen
SENTIO Simulations ApS

Mikkel Lucas Overby er ikke lenger registrert som reell eier av SENTIO Simulations ApS.

SE MER

19. september 2024

Stefano Koenig Corazza forlater styret
ROKOKO ELECTRONICS APS

Stefano Koenig Corazza forlater styret for ROKOKO ELECTRONICS APS etter en periode på 2 år. Mikkel Lucas Overby er medlem af ledelsen.

SE MER

1. januar 2024

Underskudd på DKK 14 mio.
ROKOKO ELECTRONICS APS

ROKOKO ELECTRONICS APS offentliggjør regnskap for perioden 1. januar 2023 til 31. desember 2023. Mikkel Lucas Overby er medlem af ledelsen.

SE MER

15. juni 2024

Karen Skjerbæk Jørgensen blir med i styret
Coco Care ApS

Karen Skjerbæk Jørgensen erstatter Jakob Balslev i styret for Coco Care ApS etter en periode på 7 måneder. Mikkel Lucas Overby er fortsatt styreleder.

SE MER

20. mai 2024

Endring i eierkretsen
Coco Care ApS

Matias Søndergaard reduserer sitt reelle eierskap av Coco Care ApS. Mikkel Lucas Overby er styreleder.

SE MER

SE Simon Egenfeldt-Nielsen
Direktør, SEN INVEST ApS
2008 - 2024

AR Alex Vindelbo Ringgaard
3 felles virksomheter
2008 - 2024



MS Matias Søndergaard
Adm. direktør, M
SØNDERGAARD HOLDING ApS
2019 - nå

JB Jakob Balslev
J BALSLEV HOLDING ApS
2019 - nå

KJ Karen Skjerbæk Jørgensen
VISIKON ApS
2024 - nå

SE ALLE 16


05/12/2025

Søk i PaqleBli bruk

periode på 7 måneder. **Mikkel Lucas Overby** er fortsatt styreleder.

[SE MER >](#)


30.10.2022

**Endring i eierkretsen**
Coco Care ApS

Matias Søndergaard reduserer sitt reelle eierskap av Coco Care ApS. **Mikkel Lucas Overby** er styreleder.

[SE MER >](#)


22.10.2023

**Underskudd på DKK 172.752**
Coco Care ApS

Coco Care ApS offentliggjør regnskap for perioden 1. desember 2023 til 31. desember 2023. **Mikkel Lucas Overby** er styreleder.

[SE MER >](#)


11.10.2023

**Nye navn i ledelsen**
SENTIO Simulations ApS

2 nye personer i ledelsen for SENTIO Simulations ApS. **Mikkel Lucas Overby** eier 3,72% av virksomheten.

[SE MER >](#)


26. april 2024

**Adresseendring**
Coco Care ApS

Coco Care ApS flytter fra København Ø til København K. **Mikkel Lucas Overby** er styreleder.

[SE MER >](#)


21. april 2024

**Adresseendring**
Coco Care ApS

Coco Care ApS flytter fra København K til København Ø. **Mikkel Lucas Overby** er styreleder.

[SE MER >](#)

18. desember 2023

**Endring i eierkretsen**
Coco Care ApS

Matias Søndergaard registrert som reell eier av Coco Care ApS. **Mikkel Lucas Overby** er styreleder.

[SE MER >](#)

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

g-programmering/H16E8410C2C



Coco Care ApS

Søg

Vælg branche

Segmentering

Sammen

Oversigt

Regnskab

Nøgletal

Roller

Organisation

Nøgletal

LIKVIDITET



Meget god
36 148,5 %

AFKASTNING



Ikke tilfredsst.
-3,3 %

SOLIDITET



Meget god
88,8 %

Beregning

Proff API

Proff API leverer virksomhedsinformation fra vores databaser, direkte til dine IT-systemer og du har fortsat fuld kontrol over brugeroplevelsen.

Læs mere om Proff API

Vis alle nøgletal →

Kilde: Risika CVR/Virk

Kontaktinformation



Adresse Sankt Gertruds Stræde 10, 1129 København K
Postadresse Sankt Gertruds Stræde 10, 1129 København K

Officiel virksomhedsinformation

Juridisk navn	Coco Care ApS
CVR-nr	44483637
CVRP-nr	1029902980
Startdato	08.12.2023
Selskabsform	Produktionsenhed
Antal ansatte	2
NACE branche	621000 Computerprogrammering
Virksomhed	Coco Care ApS

Kilde: CVR/Virk

Adresse Sankt Gertruds Stræde 10, 1129 København K
Postadresse Sankt Gertruds Stræde 10, 1129 København K

Ledelse/Administration

Viser information for virksomhed

Direktør Matias Søndergaard
Bestyrelsesformand Mikkel Lucas Overby

Kilde: CVR/Virk

Vis alle roller →

05/12/2025

JUNE 12, 2024 PARTNERSHIPS

Trifork invests in Rokoko Care to advance AI-based physiotherapy

Trifork invests in Rokoko Care to advance AI-based physiotherapy

Copenhagen, 12 June 2024 – Trifork and Rokoko Care enter into a strategic partnership to offer digital physiotherapy treatment in patients' own home. With this strategic partnership and an investment that gives Trifork 22% ownership of Rokoko Care, both companies will work towards a shared vision of improving healthcare and quality of life through advanced technology.

This partnership furthers Trifork's and Rokoko Care's mission to address critical societal challenges with innovative solutions on both national and international levels. Trifork's over 20 years of experience in health IT, combined with Rokoko Care's pioneering computer vision technology—which tracks users' movements in real time via their phone cameras—ensures that Rokoko Care's digital physiotherapy platform can be accessible to everyone in need.

Karen Skjerbæk Jørgensen, CCO for Trifork Digital Health, states:

"With an aging population and increasing demands on a strained healthcare system, there is an urgent need for digital home treatment solutions. Rokoko Care's platform complements Trifork's portfolio of health solutions, which support home-based treatment and the entire patient journey. A significant technical advantage is that Rokoko Care's computer vision technology operates on citizens' own devices."

For over two decades, Trifork has developed and implemented innovative digital health solutions in Denmark, including the Shared Medication Record, the My Doctor app, and the Telma solution. This extensive experience will enable Rokoko Care to elevate their physiotherapy solution to the highest level. Rokoko Care brings deep insights into physiotherapy, along with advanced motion capture technologies, combined with computer vision and AI, which can introduce new opportunities to Trifork Digital Health.

Jesper Grankær Carøe, CEO Trifork Digital Health, adds:

"Developing and implementing digital solutions that meet the demands of both the public and citizens is always challenging. Our extensive experience with numerous solutions for municipalities, regions, and agencies will help Rokoko Care maximize the value of their innovative platform."

Jakob Fisker, CPO and co-founder of Rokoko Care, states:

"Rokoko Care introduces a valuable tool for clinical practice that facilitates physiotherapeutic rehabilitation for patients in their own homes without compromising healthcare quality. This solution provides objective data, enabling physiotherapists to personalize treatments for each patient, thereby enhancing the quality, flexibility, and effectiveness of care. Consequently, treatments can be conducted more frequently wherever the patient is—at home, at work, or even at a vacation home. This level of flexibility is highly desired by patients."

Matias Søndergaard, CEO and co-founder of Rokoko Care, adds:

with an aging population and increasing demands on a strained healthcare system, there is an urgent need for digital home treatment solutions. Rokoko Care's platform complements Trifork's portfolio of health solutions, which support home-based treatment and the entire patient journey. A significant technical advantage is that Rokoko Care's computer vision technology operates on citizens' own devices."

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Matias Søndergaard, CEO and co-founder of Rokoko Care, adds:

"Although we are a relatively new company, the timing of our solution is perfect. We believe that the future of healthcare lies in a combination of physical and digital services, delivered as close to the patient as possible, with the patient at the center. Partnering with Trifork and receiving their investment will allow us to expand our solution to reach many more people, fostering innovative and effective healthcare solutions. We are excited about this partnership and the potential it holds."

About Rokoko Care (rokokocare.com)

Rokoko Care is a health tech startup offering a digital physiotherapy solution of the same name. This solution operates through a web portal for physiotherapists and an app for citizens. Physiotherapists can assign rehabilitation programs that citizens can easily access and follow at home. Rokoko Care's computer vision technology allows citizens to train in front of their phone, with the app live-tracking their movements. This technology enhances training completion rates, enabling physiotherapists to monitor progress remotely and support their expertise with data. Based in Copenhagen, Rokoko Care evolved from Rokoko, a tech company with a decade of experience in motion capture and customers in over 100 countries.

Questions should be directed to: CEO, Matias Søndergaard, +45 60 60 50 14, matias@rokokocare.com

About Trifork (trifork.com)

Trifork is a global pioneering technology partner to its enterprise and public sector customers. The group has 1,275 employees across 72 business units in 15 countries. Trifork works in six business areas: Digital Health, FinTech, Smart Building, Smart Enterprise, Cloud Operations, and Cyber Protection. Trifork's research and development takes place in Trifork Labs, where Trifork continuously invests in and develops technology companies. Trifork owns and operates the software conference brands GOTO and YOW! and the global GOTO tech community with more than 66 million video views online. Trifork Group AG is a publicly listed company on Nasdaq Copenhagen.

Questions should be directed to:



Mikkel Lucas Overby • 3rd+
COO & CFO | Entrepreneur | Investor | PhD
1yr • Edited •

+ Follow ...

#rokokocare is using "motion capture magic" to address one of the major healthcare challenges we face on a macro level



Coco Care
1,396 followers
1yr • Edited •

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Danish Industry bringer denne artikel, som et godt eksempel på offentligt-privat samarbejde og vores arbejde i og med Hørsholm Kommune.
Niklas Grundt Hansen, udviklingsterapeut i Hørsholm kommune deler nogle gode pointer om værdien ved at anvende Coco Care i klinikken.

Hvis du gerne vil høre mere om mulighederne med Coco Care i din kommune, så ræk ud til os her på LinkedIn.

<https://lnkd.in/gNYiFE3f>

#fysioterapi #rokokocare

Show translation

Digital fysioterapeut gør genoptræning i eget hjem
nemt for borgerne - DI
danskindustri.dk

40

Reactions



+32

Like

Comment

Repost

Send



Add a comment...



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LinkedIn

157

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant changed the name from Rokoko Care to Coco 7 months ago.










Coco Care

Home
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Posts
Jobs
People



1,236 followers

7 posts • 1 edited • 1

For Coco Care we have been working intensively over the past month to finalize an implementation strategy for our digital health solution!

We have combined experience from our partner municipalities, our own clinical experiences, both as physiotherapists but also in the work with Coco Care and the skilled external implementation consultant Amanda Lærke Laubjerg. The strategy is now finally ready to be used as a regular part of our onboarding process, to ensure a more successful commissioning of Coco Care.

We have prepared the implementation strategy because it is extremely difficult to implement new solutions, as it requires changed workflows and cultural changes. This can often be a challenge for both management and therapists.

Often, limited structure and control of the challenging processes can limit successful implementation. This can lead to the new workflows not being implemented in operation over a longer period of time, and primarily being kept afloat via the municipality's enthusiasts.

We want our implementation strategy to be able to function as a concrete work tool that can guide and guide organizations through the new changes through a phased and concrete action plan that can be measured via milestones and impact goals. By establishing a clear division of roles and assisting in the implementation with more external management, it is our intention that the municipalities are guided especially in the early stages of the implementation of Rokoko Care.

If you want to know more about Coco Care or want a review of the Implementation Strategy, please reach out to Mikkel B. Overgaard or Jakob Fisker

#rokokocare #implementeringsstrategi #digitalsundhed

Show original · Translation settings




39


3 reposts


Like


Comment


Repost


Send



Coco Care

1,236 followers

7 posts • 1

+ Follow

...

We are super proud to present Mikkel B. Overgaard as the newest member of the Rokoko Care team! 🎉

05/12/2025

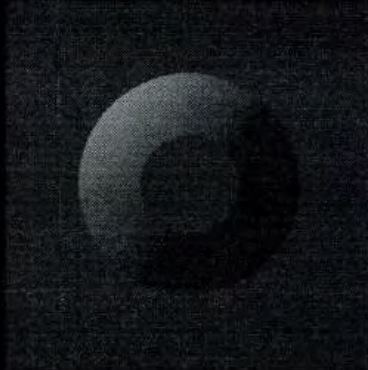
Evidence of Defendant's spoliation

[illegible]

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko Studio Legacy 1.20.5r(1011-c3b23f7ad)

— □ ×



Rokoko Studio Legacy

05/12/2025

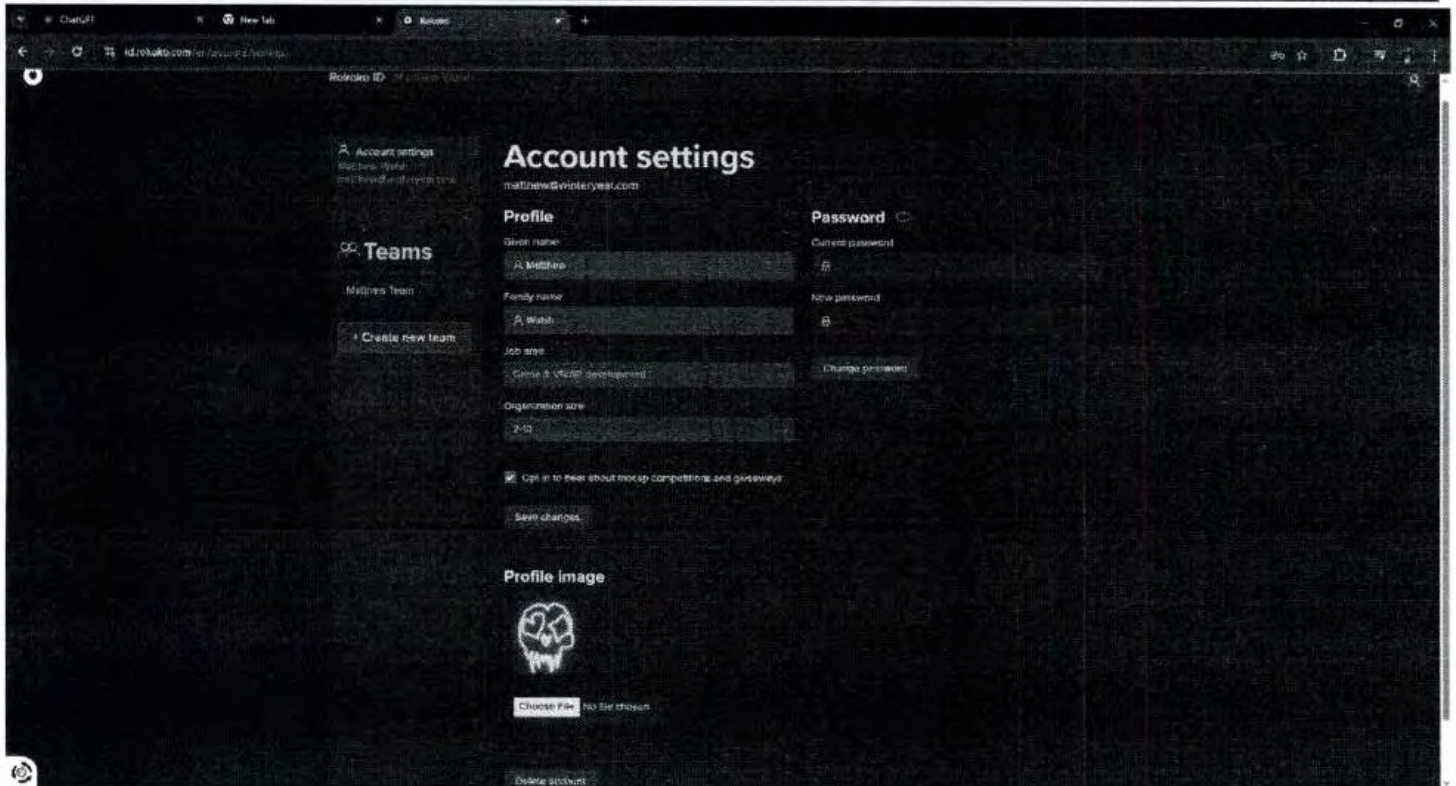
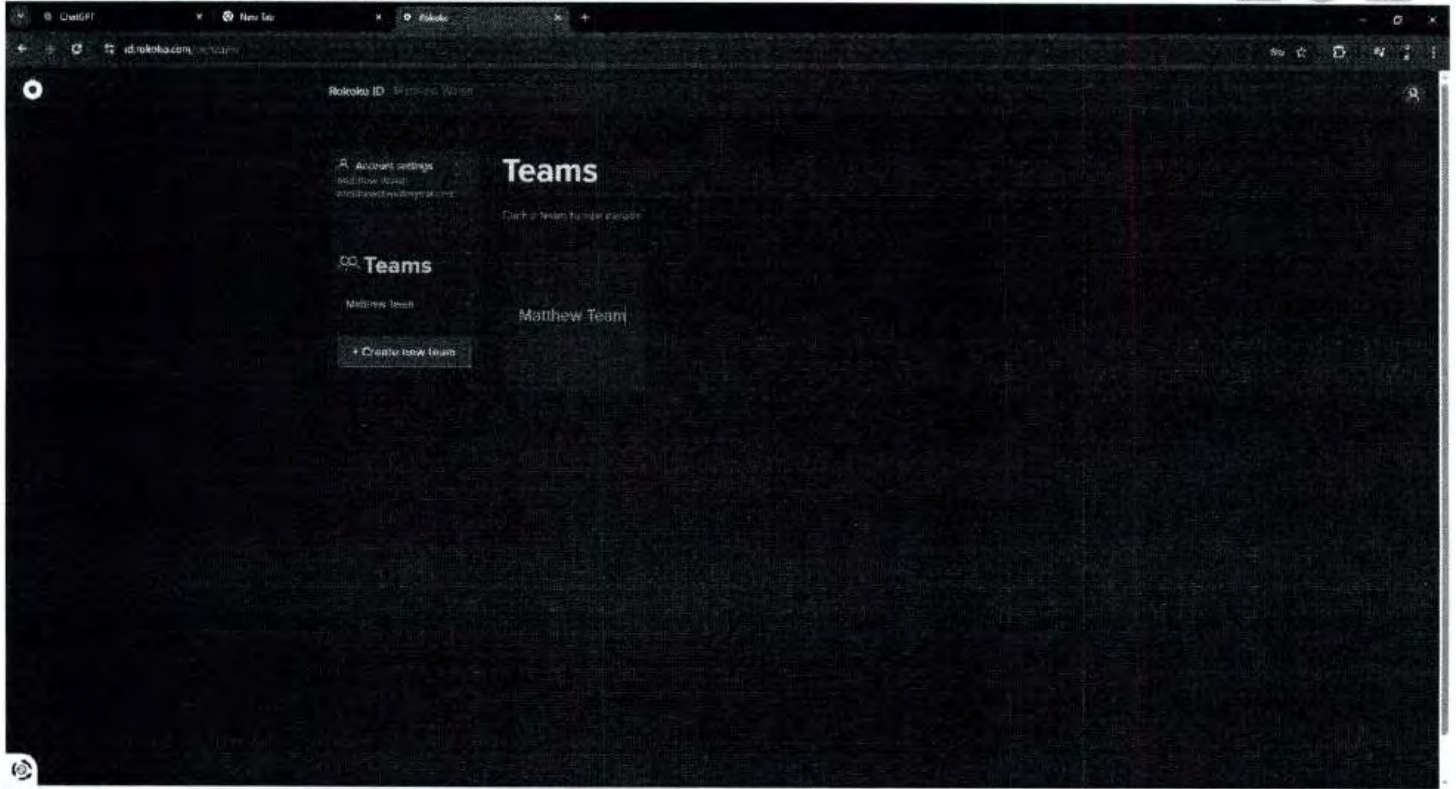
WALSH v ROKOKO ELECTRONICS - EXHIBITS



05/12/2025

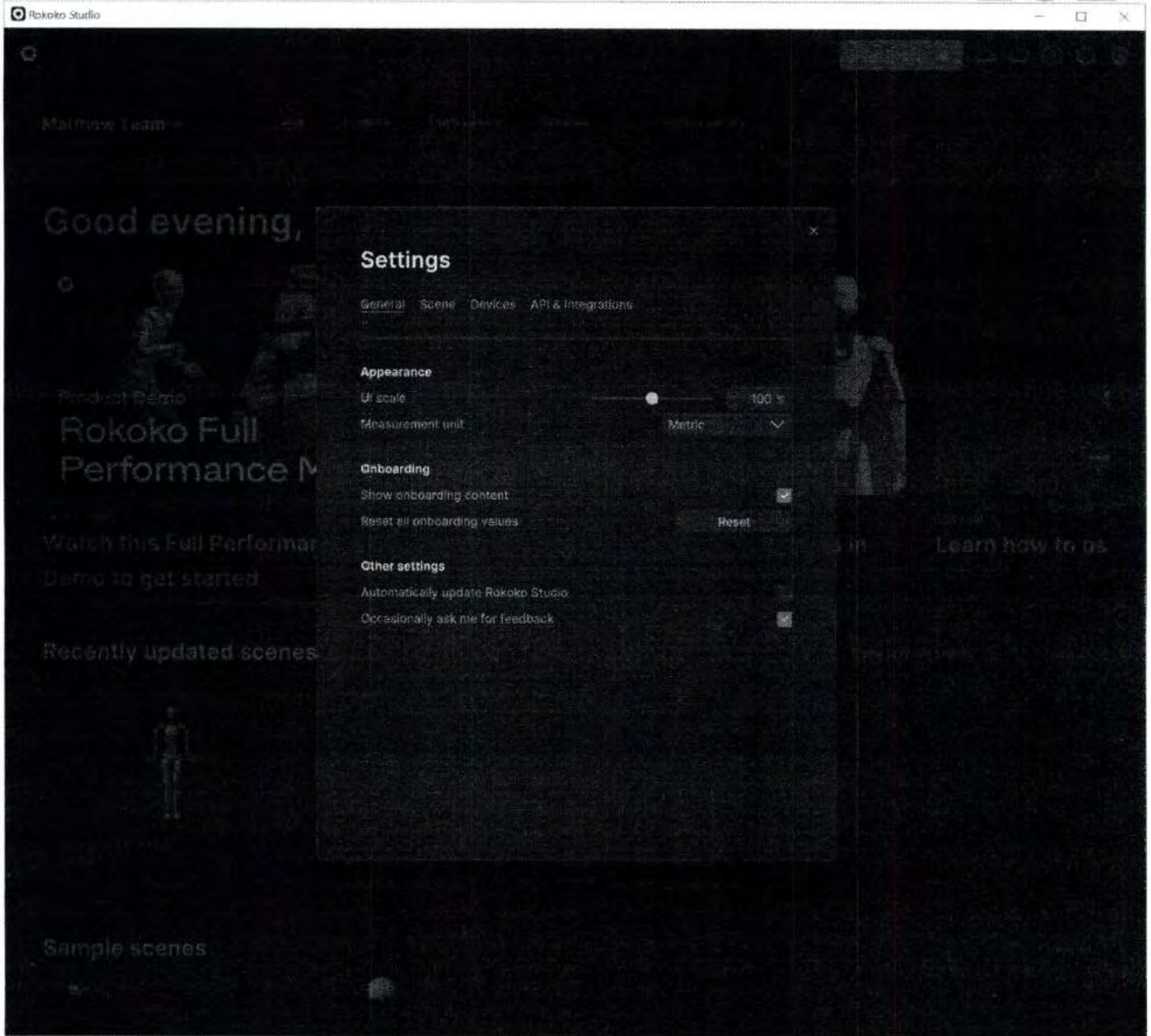
WALSH v ROKOKO ELECTRONICS - EXHIBITS

161



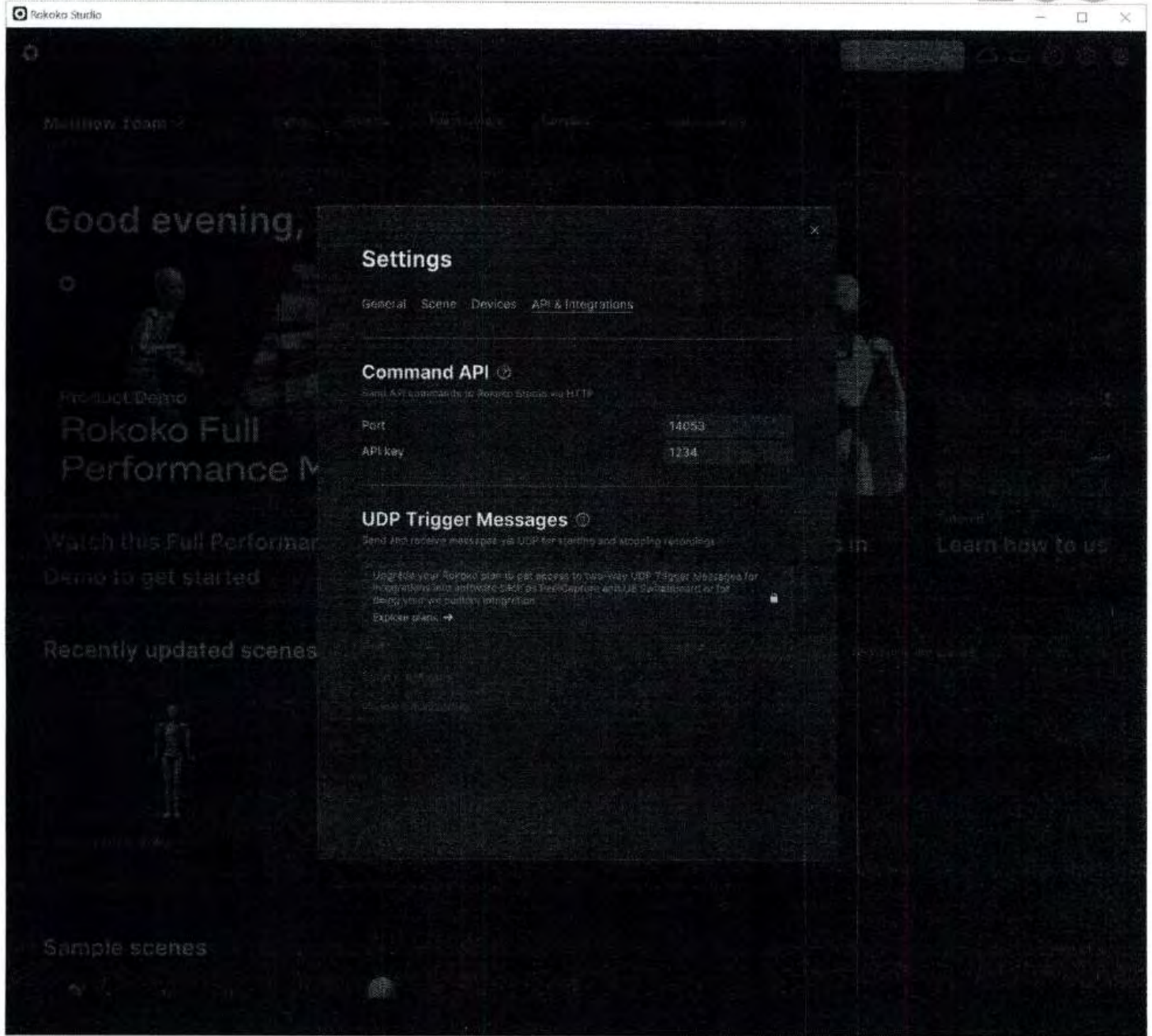
05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS



05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS



05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

Rokoko Studio



"Behind the scenes" from Rokoko contest "Alternate Realities" hosted by renowned 3D artist pwnstier

Ready to start animating?

Signing in gives you access to your team, projects, and assets.

[Sign in with browser](#)[Forgot your password? Reset](#)[Don't have an account? Sign up](#)

05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

RE: Case dismissed, new case filed.



matthew@winteryear.com
To: 'Mikkel Lucas Overby'

Reply Reply All Forward ...

Mon 5/5/2025 8:58 AM

This message was sent with High Importance.

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Provide me with the following:

- 2x Smartsuit 2's
- 2x Smartgloves
- 1x Coil Pro
- 2x Face Capture
- 2x Headcam
- 2x Headrig
- 2x spare sets of sensors so I never have to contact you for them again.
- 5 years full Rokoko software licenses
- Additional +2 year warranty on all components.
- Opt me out of data sharing with your company.

With this, I can finally get back to work after an incredible amount of time that my production has been delayed.

I expect this hardware no later than May 12th, 2025. Box it up. Overnight it. No talk, no excuses, no delays.

28435 Ascent Way
Santa Clarita, CA 91350

This demand is made without prejudice to any and all of my claims, causes of action, or rights in the pending civil action against Rokoko, all of which I expressly reserve.

If it's not received by then, I will amend my complaint for additional damages.

From: Matthew R. Walsh <matthew@winteryear.com>

Sent: Monday, May 5, 2025 8:22 AM

To: Mikkel Lucas Overby <mikkel@rokoko.com>

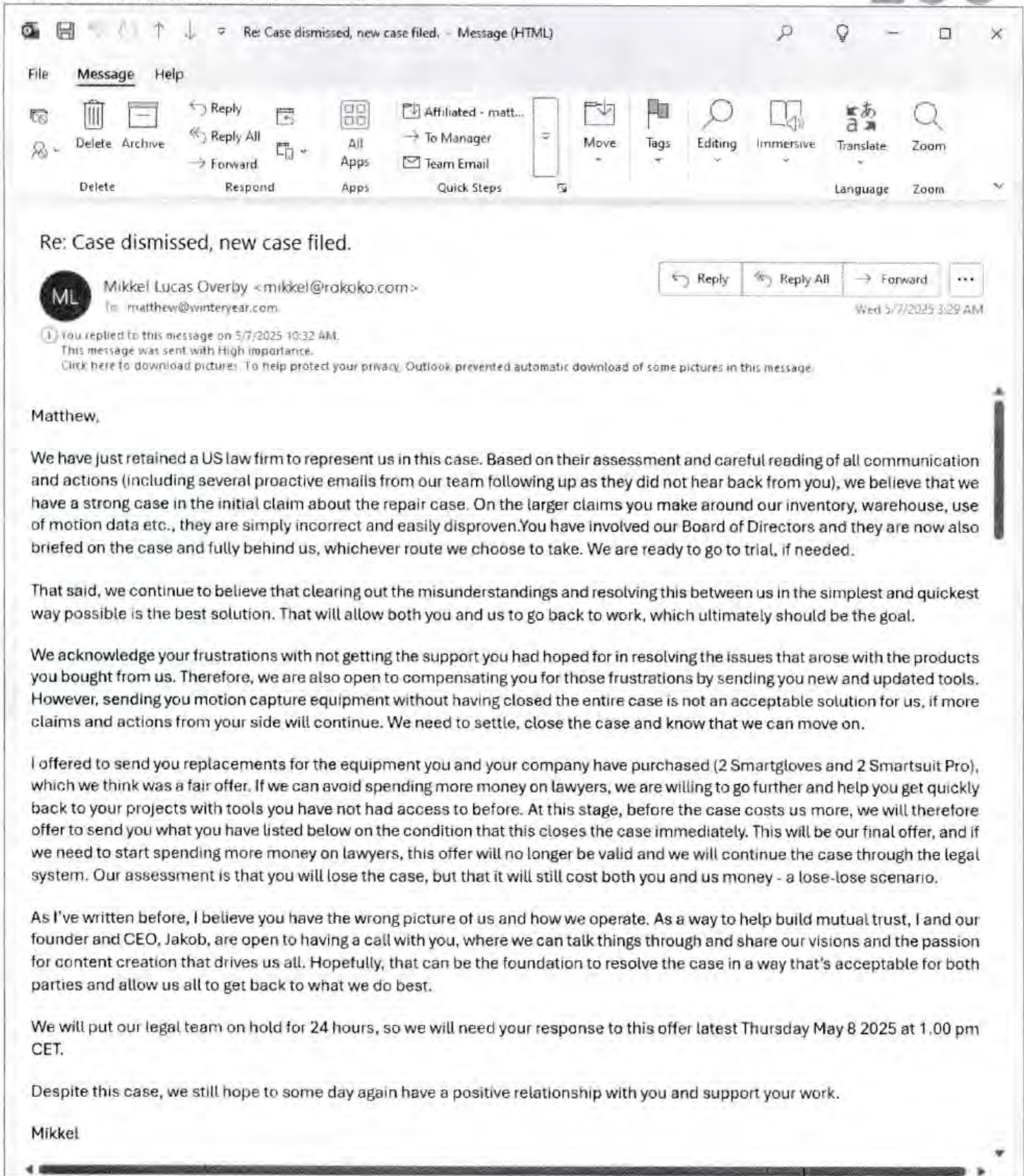
Subject: Re: Case dismissed, new case filed.

Connected Display Settings 100%

05/12/2025

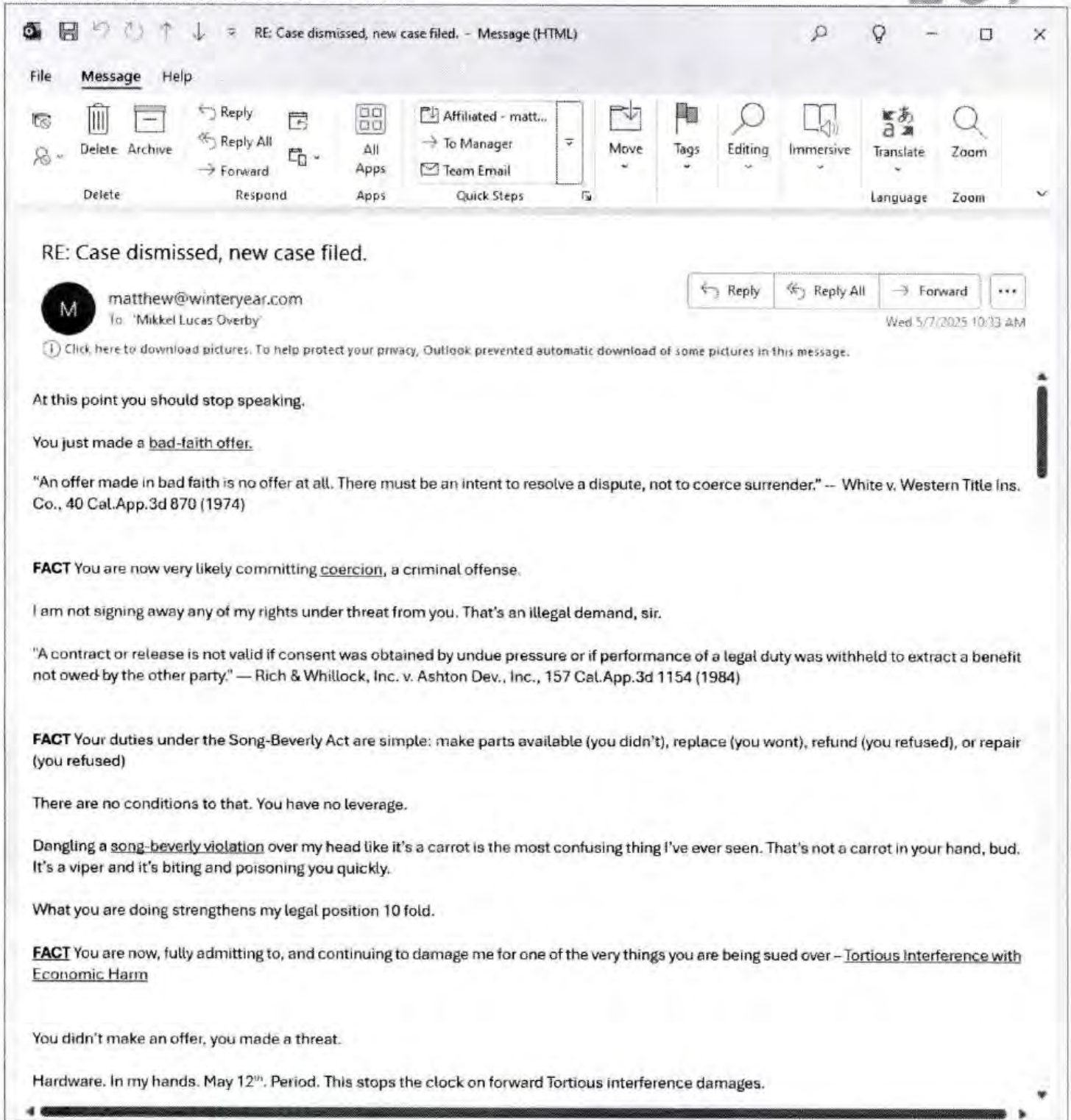
WALSH v ROKOKO ELECTRONICS - EXHIBITS

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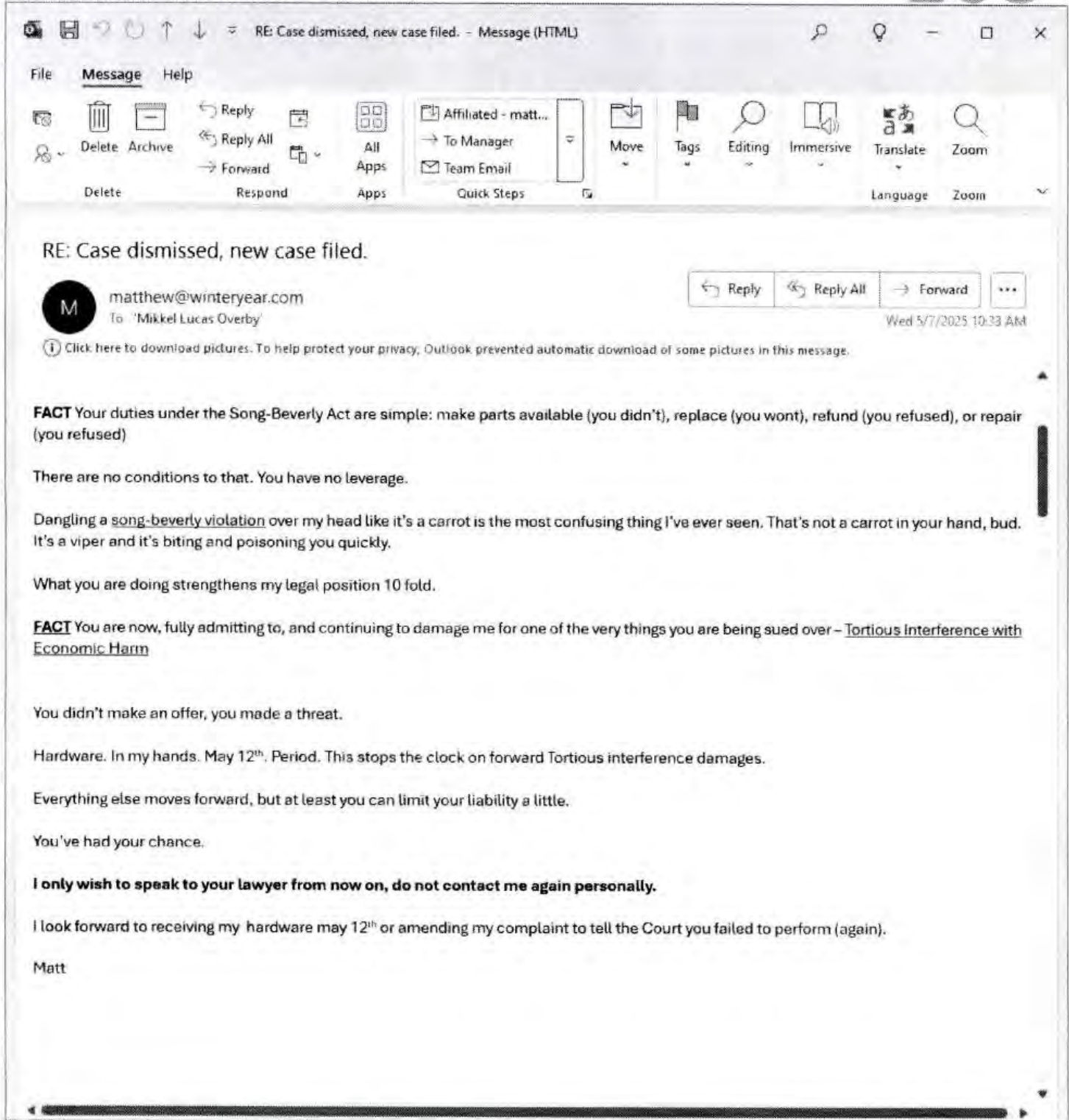
05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS



05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS



RE: Case dismissed, new case filed.



matthew@winteryear.com
To: 'Mikkell Lucas Overby'

Reply Reply All Forward ...

Wed 5/7/2025 10:33 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

FACT Your duties under the Song-Beverly Act are simple: make parts available (you didn't), replace (you wont), refund (you refused), or repair (you refused)

There are no conditions to that. You have no leverage.

Dangling a song-beverly violation over my head like it's a carrot is the most confusing thing I've ever seen. That's not a carrot in your hand, bud. It's a viper and it's biting and poisoning you quickly.

What you are doing strengthens my legal position 10 fold.

FACT You are now, fully admitting to, and continuing to damage me for one of the very things you are being sued over – Tortious Interference with Economic Harm

You didn't make an offer, you made a threat.

Hardware. In my hands. May 12th. Period. This stops the clock on forward Tortious interference damages.

Everything else moves forward, but at least you can limit your liability a little.

You've had your chance.

I only wish to speak to your lawyer from now on, do not contact me again personally.

I look forward to receiving my hardware may 12th or amending my complaint to tell the Court you failed to perform (again).

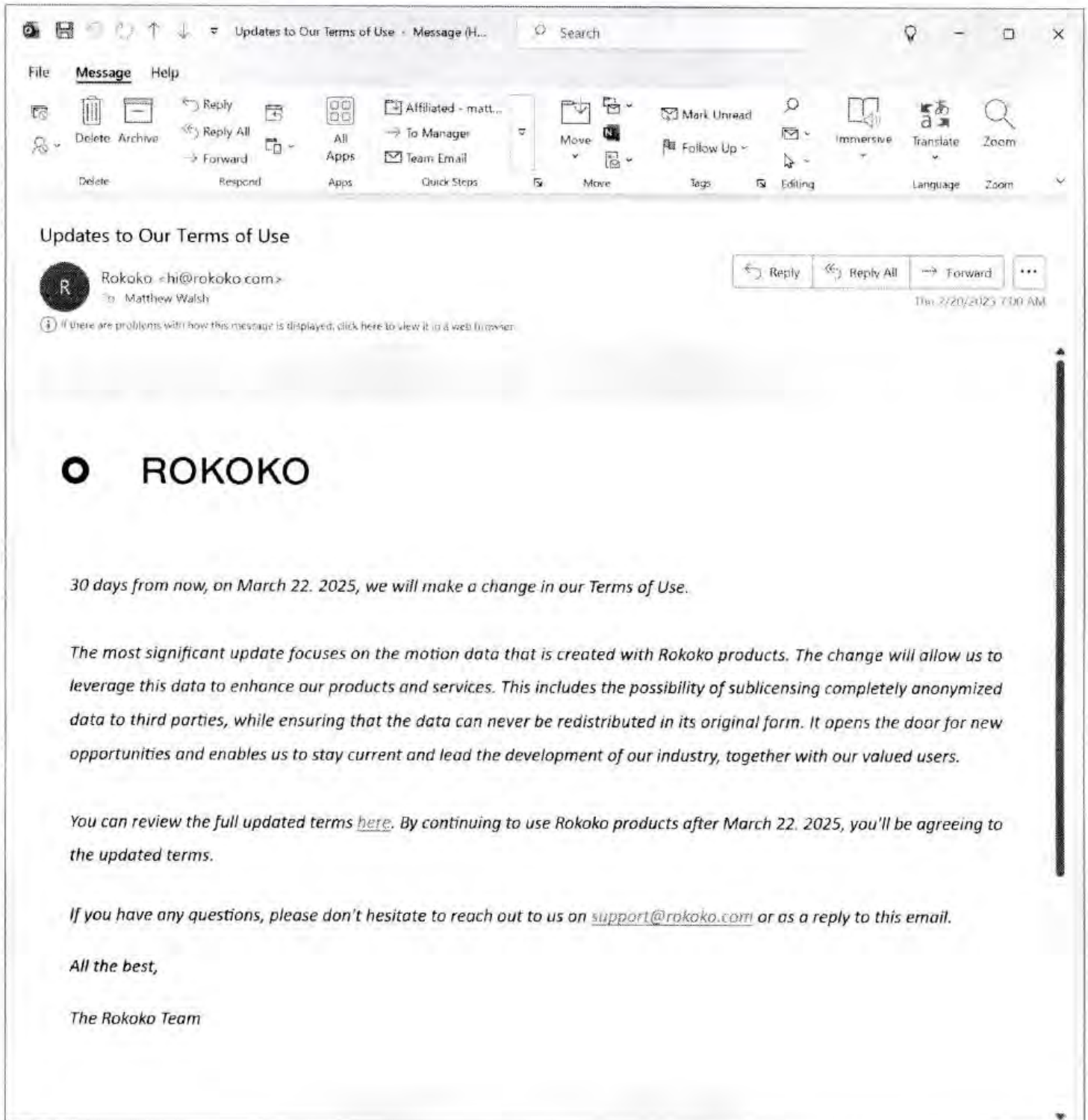
Matt

05/12/2025

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant admitting to taking intellectual property, removing metadata, selling it to third parties and monetizing it as well as engaging in economic coercion to comply.



05/12/2025

WALSH v ROKOKO ELECTRONICS - EXHIBITS

170

RE: Case dismissed, new case filed.



matthew@winteryear.com
To: 'Mikkel Lucas Overby'

Reply Reply All Forward ...

Wed 5/7/2025 10:33 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

At this point you should stop speaking.

You just made a bad faith offer.

"An offer made in bad faith is no offer at all. There must be an intent to resolve a dispute, not to coerce surrender." — White v. Western Title Ins. Co., 40 Cal.App.3d 870 (1974)

FACT You are now very likely committing coercion, a criminal offense.

I am not signing away any of my rights under threat from you. That's an illegal demand, sir.

"A contract or release is not valid if consent was obtained by undue pressure or if performance of a legal duty was withheld to extract a benefit not owed by the other party." — Rich & Whillock, Inc. v. Ashton Dev., Inc., 157 Cal.App.3d 1154 (1984)

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I only wish to speak to your lawyer from now on, do not contact me again personally.

I look forward to receiving my hardware may 12th or amending my complaint to tell the Court you failed to perform (again).

Matt

05/12/2025

"Demonstration of Rokoko Software's Unauthorized Data Exfiltration"

Description:

This video demonstrates Rokoko's software functioning fully offline without any need for online services. Shows a complete lack of user consent, notification or requirements of terms and conditions, and subsequently automatically begins exfiltrating data upon reconnection. It serves as evidence of unauthorized data collection and misappropriation of intellectual property especially Plaintiff's.



<https://youtu.be/kk4l9zUXzH8>

Declaration of Authenticity

I, Matthew R. Walsh, declare under penalty of perjury that the video linked above is a true and accurate representation of Rokoko's direct spoliation behavior as observed and recorded by me. The video has not been altered or edited since its original recording. Background music is present, streaming from the internet to reinforce the authenticity and uncut nature of the video.

Certificate of Authenticity:

The SHA-256 checksum of the original video file is:

BE7116827CD408335436D823F350E69B74412498E66011B5A65D07B9D56BB61C

WALSH v ROKOKO ELECTRONICS – EXHIBITS
“Demonstration of Defendant’s spoliation”

Description:

This video, recorded by Plaintiff, demonstrates Defendant's software executing destructive actions after legal notice had been given. Specifically, it captures the modifications of the terms and conditions this case hinges on, it includes Plaintiff’s own express admission as timestamped metadata records specifically show Defendant changed the terms and conditions after litigation began, while in ODR and after Plaintiff requested proof of office, staff and inventory.



<https://youtu.be/Xzld5QAwkVY>

Declaration of Authenticity

I, Matthew R. Walsh, declare under penalty of perjury that the video linked above is a true and accurate representation of Rokoko's direct spoliation behavior as observed and recorded by me. The video has not been altered or edited since its original recording. Background music is present, streaming from the internet to reinforce the authenticity and uncut nature of the video.

Certificate of Authenticity:

The SHA-256 checksum of the original video file is:

2E2578F566DFE010735987EB586965095D3FD90A11CC38E07B71152841F6ADD4

WALSH v ROKOKO ELECTRONICS - EXHIBITS

"Proof that Rokoko misappropriates your intellectual property but TAKES it entirely"

Description:

This video, recorded by Plaintiff, shows that his animations created in Rokoko Studio are removed from his computer in their original format once Defendant takes them. This process is automatic, the user is never notified. There is no opt-in or opt-out for this feature, or terms anywhere in the software on signup or on login.



<https://youtu.be/mAqg-Yp0YHc>

Declaration of Authenticity

I, Matthew R. Walsh, declare under penalty of perjury that the video linked above is a true and accurate representation of Rokoko's direct IP misappropriation and metadata stripping behavior as observed and recorded by me. The video has not been altered or edited since its original recording.

Certificate of Authenticity:

The SHA-256 checksum of the original video file is:

6574E3E5BAAB083C3F832E1A94D0561F964B938E7DD47BAAE975A88BE91D2C81

WALSH v ROKOKO ELECTRONICS - EXHIBITS

"Rokoko's logs, proof of opt-out code, evidence reinforcement, records SSID, deletion of local content"

Description:

This video, recorded by Plaintiff, shows that his animations created in Rokoko Studio are removed from his computer in their original format once Defendant takes them. This process is automatic, the user is never notified. There is no opt-in or opt-out for this feature, or terms anywhere in the software on signup or on login.



<https://www.youtube.com/watch?v=eNYmplgmCAU>

Declaration of Authenticity

I, Matthew R. Walsh, declare under penalty of perjury that the video linked above is a true and accurate representation of Rokoko's hidden opt-out features, log files, telemetry reporting, IP theft and deleting of local content behavior as observed and recorded by me. The video has not been altered or edited since its original recording.

Certificate of Authenticity:

The SHA-256 checksum of the original video file is:

A2670487FC42B98D58C7029C427375F8494C978895A341AF0D8030B1865FE32F

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant claiming it was a cabling issue despite the software instantly messaging to them that it was sensors and the log files sent to them proving otherwise.

[Rokoko] Re: Sensors blinking green



Ilias Stentoumis (Rokoko) <support@rokoko.com>
To: Matthew R Walsh

Reply Reply All Forward

Fri 4/7/2023 10:20 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Your request (21325) has been updated. To add additional comments, reply to this email.



Ilias Stentoumis (Rokoko)

Hi Matthew,

Thank you for your time!

You should have received a quote in this email. Please click on the "Accept your quote" button in order to proceed with the purchase.

Please replace the following 2 cables (from Hub to left and right leg) and the sensor on the left shoulder (sensor 21)



To open the HUB watch [this](#) video. To close the HUB watch [this](#) video. [This](#) article will help you how to use the repair kit (also attached a useful pdf guide).

We will be in touch.

Kind Regards,

Ilias Stentoumis

Rokoko Tech Support Team

[What would you like to see in the future? Submit a Feature Request here!](#)

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WALSH v ROKOKO ELECTRONICS - EXHIBITS

Defendant, again, about a year later blaming it on cables saying "there are no sensor errors", the logs he received and his own software told him otherwise.

[Rokoko] Re: This is a follow-up to your previous request #40651 "FW: Repair" Answers to the below here: 1. M...



Dan Nikolaison (Rokoko) <support@rokoko.com>
To: Matthew R Walsh

Reply Reply All Forward ...

Tue 4/15/2025 8:18 AM

i You replied to this message on 4/15/2025 11:59 AM.

If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



Dan Nikolaison (Rokoko)

Hello Matt,

Thank you for your patience while we've been reviewing the logs carefully. Thankfully, the logs show that this is merely a cabling issue. There are no sensor errors.

I have sent you a quote for the three cables that need replacing. They are:

1 x 950mm

1 x 180mm

1 x 550mm

Best regards,

Dan Nikolaison
Customer Success Manager

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05/12/2025